MICROFILM

START
OF ROLL

ROLL NO.

#82

Construction Contracts

# 4731 cont. from
Roll # 81

UNITED STATES DEPARTMENT OF AGRICULTURE
FOREST SERVICE
MALHEUR NATIONAL FOREST

NOTED
C. D. CANNON

E
IMPROVEMENTS-Malheur
Blue Mtn. Water System

March 30, 1956

Oregon State Highway
La Grande, Oregon

Attention Mr. Persons:

The funds we have set up to cover our share of the recent work on our joint water system are fiscal year funds-which must be spent by June 30. The cooperative agreement which was recently completed states that the Commission will prepare a detailed cost statement of original construction and that the Forest Service will reimburse the Commission for 50% of such costs.

I understood from Mr. Bangert that he plans to do a certain amount of additional work this spring such as installation of chlorinator. It is quite necessary, however, that I have your detailed cost statement as soon as possible in order to have sufficient funds to cover the obligation. At present we have $5000.00 set up for our share and if the cost exceeds this we will need time to get approval of the necessary additional.

Your prompt attention will be appreciated.

Very truly yours,

A. E. Smith
District Ranger

RECEIVED
APR 2 1956
[illegible]
LA GRANDE
[illegible]

## Breakdown of Costs for Austin Water System

Prefix 12-3401-435

### Labor

| Month | Voucher No. | Object Class | | Amount |
|---|---|---|---|---|
| Oct., 1955 | 20904 | Wages incl. | 1 | $1003.19 |
| | 20712 | vac. & sk. lv. | 1 | 481.05 |
| | 20900 | | 1 | 12.59 |
| Nov. | 23047 | | 1 | 722.60 |
| | 23091 | | 1 | 325.21 |
| | 23093 | | 1 | 975.35 |
| Dec. | 23139 | | 1 | 437.83 |
| | 25140 | | 1 | 106.94 |
| | 25141 | | 1 | 127.27 |
| | | | Sub=Total | $4192.03 |
| Oct. | 21154 | Ind. Acct. Ins. | 3 | $ 31.66 |
| Nov. | 23437 | | 3 | 42.79 |
| Dec. | 25917 | | 3 | 14.21 |
| Oct. | 19765 | Per Diem Exp. | 4 | 121.50 |
| | 21287 | | 4 | 207.00 |
| | 21673 | | 4 | 310.50 |
| Nov. | 23885 | | 4 | 4.50 |
| | 23703 | | 4 | 229.50 |
| Dec. | 26234 | | 4 | 2.25 |
| | 26499 | | 4 | 18.00 |
| | | | Total Labor | $5173.94 |

### Social Security & Retirement

Salaries and wages including vacation leave and sick leave $4192.03
Vacation and sick leave % - 7.8
$4192.03 by 107.8% = $3888.71, Labor not including vacation and sick leave
$3888.71 by 2% = 77.77 Social Security (2% of Labor only)
$3888.71 by 4% = 155.55 Retirement (4% of Labor only)
Total Social Security and Retirement = 77.77+155.55 = [redacted] $233.32

### Equipment Rental

| Month | Voucher No. | Object Class | | Amount |
|---|---|---|---|---|
| Oc.t, 1955 | 71194 | Rent. of Eqp. | 152 | $ 51.10 |
| | 71244 | | 152 | 14.60 |
| | 71351 | | 152 | 579.70 |
| Nov. | 71703 | | 152 | 71.00 |
| | 71780 | | 152 | 474.50 |
| Dec. | 72121 | | 152 | 204.25 |
| Oct., 1955 | 71145 | Prestone | 838 | 19.17 |
| | 71202 | 205' 9/16" Steel Cable | 838 | 34.44 |
| | 71308 | Blade ends & cutting edge for dozer | 838 | 80.44 |
| | 23183 | Strengthen Shovel Teeth | 21 | 29.85 |

(Continued on Page 2)

[illegible] Costs for [illegible] Water System (Cont'd)

[illegible] Rental (Cont'd)

| Month | Voucher No. | | Object Class | Amount |
|---|---|---|---|---|
| Nov., 1955 | 71619 | 36'½" cable | 838 | $ 5.27 |
| | 71573 | Anti-freeze, bolts & Nuts | 838 | 10.56 |
| | 71694 | 3 teeth for backhoe | 838 | 40.03 |
| Jan., 1956 | 96 | Welding on pipeline | 138 | 20.00 |
| | | | TOTAL EQUIP. RENTAL | $1839.01 |

Supplies

| Month | Voucher No. | | Object Class | Amount |
|---|---|---|---|---|
| July, 1955 | 15209 | Water Right | 58 | $ 10.00 |
| Aug. | 16962 | Water Right | 58 | 10.00 |
| Oct. | 70997 | Gas, Oil & Grease | 193 | 3.21 |
| | 20687 | | 13 | 15.30 |
| | 71170 | | 193 | 1.60 |
| | 71173 | | 193 | 5.44 |
| | 71076 | | 193 | 8.58 |
| | 71207 | | 193 | 1.09 |
| | 71101 | | 193 | 1.51 |
| | 71102 | | 193 | 2.14 |
| | 71137 | | 193 | 33.13 |
| | 71320 | | 193 | 54.69 |
| | 71317 | | 193 | 2.29 |
| | 71392 | | 193 | 25.98 |
| Nov., 1955 | 23667 | | 18 | 15.30 |
| | 71465 | | 193 | 68.52 |
| | 71609 | | 193 | 21.28 |
| Dec., 1955 | 71847 | | 193 | 7.04 |

(Continued on Page 3)

Breakdown of Costs for Austin Water System

SUPPLIES (Cont.)

| Month | Voucher Number | Object Class | Amount |
|---|---|---|---|
| Oct. 55 | 21700 | 2-24" Pipe Wrenches 25 | $ 14.15 |
| | 21527 | 100 Elect. Exploders 134 | 19.25 |
| | 71202 | Small Tools 195 | 11.23 |
| | 71211 | Drill Steel 195 | 14.08 |
| | 71308 | Carbide Insert Bits 195 | 60.30 |
| | 71411 | Repair 4 shovel teeth 197 | 7.38 |
| Nov. 55 | 23034 | Explosives 134 | 163.60 |
| | 23183 | Repair Parts 138 | 7.96 |
| | 71775 | Shop Welding 197 | 48.61 |
| Dec. 55 | 54439 | Oxygen & Acetylene 26 | 4.15 |
| | 24862 | Explosives 134 | 33.28 |
| Jan. 56 | 120 | Oxygen & Acetylene 26 | 12.97 |
| | 1563 | Oxygen & Acetylene 26 | 14.29 |
| Mar. 56 | 5357 | Oxygen & Acetylene 26 | 1.20 |
| | | TOTAL SUPPLIES | $699.55 |

MATERIALS

| | | | |
|---|---|---|---|
| Oct. 55 | 71211 | Pipe fittings 143 | $ .34 |
| | 21124 | 3440'-2" Pipe & Fittings<br>2 McCracken Air Valves 143 | 1728.47 |
| | 71211 | Hardware 839 | 1.61 |
| Nov. 55 | 22246 | Cone Intake Tank 124 | 83.00 |
| | 22029 | 140' Pipe (125) | 127.40 |
| | 23713 | 1200' 4" Electric fusion pipe & fittings (125) | 1530.00 |
| | 22453 | 2-8000 gallon tanks (137) | 2400.00 |
| | 22072 | Lumber 127 | 1.80 |
| | 23888 | Barbed Wire 139 | 24.33 |
| | 22555 | Misc. Pipe Fittings 143 | 10.50 |
| | 22072 | Misc. Pipe Fittings 143 | 13.50 |
| | 23972 | Misc. Pipe Fittings 143 | 4.00 |
| | 71687 | Testing Fee for Pipe 156 | 2.00 |
| Dec. 55 | 24740 | Steel 132 | 4.36 |
| | 24393 | Hardware 139 | 7.24 |
| | 24706 | Misc. Pipe Fittings 143 | 1.38 |
| | 24909 | Misc. Pipe Fittings 143 | 89.18 |
| | 25411 | Misc. Pipe Fittings 143 | 9.95 |
| | | TOTAL MATERIALS | $6039.06 |

TOTAL COST $13984.88

RECEIVED
MAR 13 1956
FOR FILING

OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
February 7, 1956

SUBJECT: Agenda Item 5-d

MISC. CONTRACTS AND AGREEMENTS No. 1902

Austin

Mr. R. H. Baldock
State Highway Engineer
Office

NOTED
State Highway Engineer

Attached is a fully executed copy of an agreement with the U. S. Forest Service covering improvements to the water system serving Austin Maintenance Station and U.S. F.S. District Ranger Station on the John Day Highway in Grant County.

A fully executed copy of the above agreement has been retained in this office for the Commission's files and one fully executed copy has been sent to the Regional Office, Portland, Oregon.

H B Glaisyer

H. B. Glaisyer
Secretary

rn
Attach: 1

REFERRED TO
BY SECRETARY

RECEIVED
FEB 7 1956
OFFICE OF
STATE HIGHWAY ENGINEER

p

RECEIVED
FEB 16 1956
FOR FILING

**OREGON STATE HIGHWAY DEPARTMENT**
INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
February 7, 1956

**SUBJECT:** Agenda Item 5-d

To:

Mr. R. H. Baldock
State Highway Engineer
Office

MISC. CONTRACTS and AGREEMENTS No. 1702

NOTED
State Highway Engineer

Attached is a fully executed copy of an agreement with the U. S. Forest Service covering improvements to the water system serving Austin Maintenance Station and U.S. F.S. District Ranger Station on the John Day Highway in Grant County.

A fully executed copy of the above agreement has been retained in this office for the Commission's files and one fully executed copy has been sent to the Regional Office, Portland, Oregon.

HBGlaisyer

H. B. Glaisyer
Secretary

rn
Attach: 1

REFERRED TO General BY SECRETARY
to file

RECEIVED
FEB 7 1956
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
FEB 7 1956
~~FOR FILING~~

February 7, 1956

Forest Service
U.S. Department of Agriculture
Regional Office
729 N. E. Oregon
Portland, Oregon

Attention: Earl D. Sandvig
Acting Regional Forester

Gentlemen:

We are enclosing herewith for your records and files a fully executed copy of an agreement between the State Highway Commission and the U. S. Forest Service covering improvements to the water system serving Austin Maintenance Station and U.S. F.S. District Ranger Station on the John Day Highway in Grant County.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

rn
Enc.

agenda 1/26

(5d)

REFERRED TO
Mr. Glaisyer
By W. W. STIFFLER

FORM E30—20M—4-54—74396

# OREGON STATE HIGHWAY DEPARTMENT

for Agenda

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
Jan. 23, 1956

AGENDA
JAN 26 1956
5d

**SUBJECT:** Agreement with U.S. Forest Service re improving water system at Austin, Oregon.

**To:** Mr. W. W. Stiffler
Assistant State Highway Engineer
Office

MISC. CONTRACTS and AGREEMENTS No. 1702

Dear Mr. Stiffler:

I have reviewed the attached form of agreement and find that its legal form is satisfactory. Since the Forest Service provided us with only two copies, we would like to have one of them back after the Commission meeting in order to prepare additional copies for our files.

Yours very truly,

C. W. ENFIELD
Chief Counsel

By John C. McLean
JOHN C. McLEAN
Assistant Attorney

JCMcL:FRC

REFERRED TO
BY SECRETARY
to file

(A)

Sign 3 copies

NOTED
W. W. STIFFLER

M

REFERRED TO
Robt L. May ✓
By W. W. STIFFLER

Please review - approve and return for transmittal with letter of explanation to the Comm.

RECEIVED
JAN 18 1956
LEGAL DEPT.

RTMENT
CE

t Form

ms and find they
ph 15 has been
" changed to "com-
ged from April 1,

ngineer

FORM 530—50M—10-54—79485

# OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
January 11, 1956

**SUBJECT:** Agreement Form

**To:**

Mr. W. W. Stiffler
Assistant State Highway Engineer
Office

We have inspected the new Agreement forms and find they conform to our suggested form except paragraph 15 has been added. Paragraph 12 and 13 word "contractor" changed to "commission". Paragraph 14 completion date changed from April 1, 1956 to June 1, 1956.

I. A. DeFrance
Assistant Maintenance Engineer

IAD:bt

FORM 230—50M—10-54—79485

**OREGON STATE HIGHWAY DEPARTMENT**

**INTER-DEPARTMENT CORRESPONDENCE**

Salem, Oregon
January 11, 1956

**SUBJECT:** Agreement Form

**To:**

Mr. W. W. Stiffler
Assistant State Highway Engineer
Office

We have inspected the new Agreement forms and find they conform to our suggested form except paragraph 15 has been added. Paragraph 12 and 13 word "contractor" changed to "commission". Paragraph 14 completion date changed from April 1, 1956 to June 1, 1956.

I. A. DeFrance
Assistant Maintenance Engineer

IAD:bt

UNITED STATES DEPARTMENT OF AGRICULTURE
FOREST SERVICE
PACIFIC NORTHWEST REGION

ADDRESS REPLY TO
REGIONAL FORESTER
AND REFER TO

P.O. BOX 4137
PORTLAND 8, OREGON

E
IMPROVEMENTS - Malheur
Utilities
(Blue Mtn. Water System)

January 9, 1956

Mr. R. H. Baldock
State Highway Engineer
Oregon State Highway Department
Salem, Oregon

Dear Mr. Baldock:

Reference is made to your letter of January 3 and the attached rough draft of a cooperative agreement between the Forest Service and the Highway Commission for improvement of the water system serving the Blue Mtn. Ranger Station and your Austin equipment storage headquarters.

We have reviewed the rough draft and find it acceptable with a very few minor corrections. These corrections do not change the basic agreement in any way.

Attached are 2 signed originals and 1 carbon copy. Please sign and return the original to us.

Very truly yours,

J. HERBERT STONE, Regional Forester

Earl D. Sandvig

By: EARL D. SANDVIG, Acting

Attachments

RECEIVED
JAN 4 1956
FOR FILING

January 3, 1956

Austin

Regional Forester
U. S. Forest Service
P. O. Box 4137
Portland 8, Oregon

Dear Sir:

The rough draft of a cooperative agreement between the Forest Service and the Highway Commission, to cover a 50-50 cooperative improvement to the water system which jointly serves our equipment storage headquarters and your district ranger station at Austin, Oregon, has been reviewed by our Legal Department, and with a few minor alterations or adjustments now meets with their approval in the form we are suggesting, which is attached hereto.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. W. Stiffler
State Highway Engineer

WWS:er

Enclosure

cc Mr. I. A. De France

FORM E30—50M—10-54—79485

**OREGON STATE HIGHWAY DEPARTMENT**

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
December 28, 1955

SUBJECT:

To:

Mr. W. W. Stiffler
Assistant State Highway Engineer
Office

We have rewritten in accordance with suggestions made by our Legal Department, the portion of the Forest Service draft of an Agreement covering the construction and maintenance and operation of the improved water system at Austin which precedes the proposed paragraphs 8 to 13 inclusive. These paragraphs, 8 to 13, appear to be standard paragraphs required by federal regulations and require nothing that our methods or procedures would not meet.

We recommend the revised draft be forwarded to the Regional Forester for consideration in preparation of Agreement forms.

I. A. DeFrance
Assistant Maintenance Engineer

IAD:bt

RECEIVED
[illegible] 1955
OFFICE OF
STATE HIGHWAY ENGINEER

NOTED,
W. W. STIFFLER

DRAFT

# COOPERATIVE AGREEMENT

THIS AGREEMENT made this ________ day of ____________________, 1956 by and between the Oregon State Highway Commission, hereinafter referred to as the Commission, and the Forest Service, U. S. Department of Agriculture, hereinafter referred to as the Forest Service,

WITNESSETH that:

WHEREAS, the water system of the Austin Highway Patrol Station and the Blue Mountain Ranger Station in the Malheur National Forest, presently being operated jointly by the Commission and the Forest Service, is inadequate, unsatisfactory, and has insufficient capacity to meet the needs of the Commission and the Forest Service; and

WHEREAS, the national forest tract of land on which the Austin Highway Patrol Station is located is under Special Use to the Commission by permit issued November 22, 1926, amended December 22, 1948; and

WHEREAS, an improved water system can be developed by the Commission and the Forest Service; and

WHEREAS, it is deemed desirable to proceed with the planned construction in accordance with plans developed by the Commission and approved by the Forest Service.

NOW, THEREFORE, it is agreed by and between the parties hereto as follows:

1. Attached hereto, marked Exhibit "A" and by this reference made a part hereof, is a set of plans consisting of two sheets of paper entitled "PROPOSED WATER SYSTEM AUSTIN PATROL HEADQUARTERS AND FOREST HEADQUARTERS, JOHN DAY HIGHWAY, GRANT COUNTY" and dated June 1, 1955.

2. The term "Water System" as used in this Agreement shall refer to that portion of the proposed water system which includes the intake and extends from the intake to the Junction with the Patrol Station and the Ranger Station distribution systems near the outlet of the chlorinator as shown on the plans attached hereto.

3. The Commission shall proceed with the construction of the water system in accordance with the attached plans; thereafter the Commission will maintain the water system to a standard satisfactory to the Commission and the Forest Service and will

operate the chlorinating plant as required.

4. The Commission and the Forest Service shall share equally in the cost of construction (estimated at $12,000), the cost of maintenance and the cost of operation of the water system, and the cost of operating the chlorinating plant, with the understanding that the Commission will pay all costs in the first instance and be reimbursed for 50% of such costs by the Forest Service upon rendering a statement of cost to the Forest Service.

5. The Commission will prepare a statement of costs showing in detail the cost of original construction of the water system and will periodically thereafter prepare a statement showing the cost of maintenance and operation of the water system and the cost of operating the chlorinating plant, which statements will be used by the Forest Service for effecting payment of its 1/2 share of the costs with the understanding that nothing is to be included in the statement of costs covering the Commission's overhead.

6. The cost records of the Commission covering the construction, maintenance and operation costs of the water system, and the cost of operating the chlorinating plant, will be made available to the Forest Service for review and audit.

7. Subsequent to the completion of the water system alterations or improvements found necessary and mutually concurred in by the Commission and the Forest Service will be made, and the cost will be divided as agreed upon by the Commission and the Forest Service at that time.

8. The Commission shall secure a Water Right from the Oregon State Engineer establishing legal right to use water from Clear Creek for the new system.

9. In the event the Commission abandons the tract now under Special Use by permit dated November 22, 1926, amended December 22, 1948 the Commission agrees that ownership of the entire water system will be vested in the Forest Service and that the Water Right shall be transferred to the Forest Service, both at no expense to the Forest Service except for such incidental recording or transfer fees as may be involved.

10. Nothing herein shall be construed as obligating the Government to expend funds or as involving the United States in any contract or other obligation for the future payment of money in excess of appropriations authorized by law.

11. No Member of or Delegate to Congress, or Resident Commissioner, shall be admitted to any share or part of this contract or to any benefit that may arise therefrom

12. In connection with the performance of work under this contract, the contractor agrees not to discriminate against any employee or applicant for employment because of race, religion, color, or national origin. The aforesaid provision shall include, but not be limited to, the following: Employment ungrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post hereafter in conspicuous places, available for employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of the nondiscrimination clause.

The contractor further agrees to insert the foregoing provision in all subcontracts hereunder, except subcontracts for standard commercial supplies or raw materials.

13. In the performance of the terms of this agreement, no convict labor shall be used, and the Commission will comply with the provisions of the Eight-Hour Labor Law (40 U.S.C. 324) as to the employment of laborers and mechanics.

14. Construction of the water system is to be completed by not later than April 1, 1956.

(This paragraph will be expanded upon to conform with termination provisions of the special use permit.)

RECEIVED
DEC 22 1955
FOR FILING

Salem, Oregon
December 21, 1955

Water right Austin - Grant County.

Mr. I. A. De France
Assistant Maintenance Engineer
Office

Attached are standard forms supplied by the State Engineer requiring further execution in connection with our application to appropriate waters from Clear Creek, a tributary of the John Day River, to serve our maintenance headquarters at Austin.

Will you please complete the attached forms. The permit and sketch map should eventually be returned to Mr. Glaisyer's files.

W. W. Stiffler
Assistant State Highway Engineer

WWS:er

Enclosure

RECEIVED
EC 22 1955
FOR FILING

FORM 830—50M—10-54—79495

**OREGON STATE HIGHWAY DEPARTMENT**

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
November 25, 1955

**SUBJECT:** Proposed agreement with U. S. Forest Service re new water system at Austin Highway Patrol Station

**To:** Mr. W. W. Stiffler
Assistant State Highway Engineer
Office

Dear Mr. Stiffler:

Pursuant to your request of November 9, 1955, we have reviewed the rough draft of an agreement prepared by the U. S. Forest Service to be entered into by the Forest Service and the Highway Commission concerning construction of a new water system at the Austin Highway Patrol Station in the Malheur National Forest. Our suggestions and observations are as follows:

1. In general: Minor changes in phraseology, grammar, or word order, are indicated on the draft by penned interlineations.

2. Re paragraph No. 1 under "Commission Agrees": In the interests of certainty, the plans "previously concurred in" should, if possible, be made a part of the agreement.

3. Re paragraph No. 4 under "Commission agrees", second sentence: In the event of the abandonment of what? The patrol station? Water system? Water rights? This should be clarified by an explanatory phrase following the word "abandonment".

4. Re paragraph No. 8 under "It is Mutually Agreed": Something appears to have been omitted after the word "expend". Either that or the sentence is most awkward.

   It should be noted that the Forest Service is not required to put up funds in advance and that it is not obligated beyond authorized appropriations. We should be sure that there is an authorized appropriation available.

5. Re paragraph No. 9 under "It is Mutually Agreed": The "unless" clause is superfluous.

NOTED
W. W. STIFFLER

6. Re paragraphs No. 12 and 13 under "It is Mutually Agreed": They are not in final form, and therefore, we cannot review them.

7. Re the December 22, 1948 amendment to the Special Use permit referred to in the fourth "Whereas" paragraph: Although we have a copy of the original 1926 permit, we apparently do not have a copy of the 1948 amendment in our files. Mr. De France said he believed the amendment applied to a small additional piece of adjacent land. Probably this would not be pertinent to this proposed agreement, but our files should have a copy of the amendment anyway.

Very truly yours,

C. W. ENFIELD
Chief Counsel

By John C. McLean
John C. McLean
Assistant Attorney

JCM:dm

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[illegible]
[illegible]
[illegible]

RECEIVED
NOV 14 1955
FOR FILING

Salem, Oregon
November 9, 1955

Mr. C. W. Enfield

Attached hereto is a rough draft of a Cooperative Agreement prepared by the U. S. Forest Service to cover a 50-50 cooperative improvement to the water system serving jointly our maintenance headquarters and the U. S. F. S. District Ranger Station at Austin, Oregon, on the John Day Highway. Mr. De France has checked this proposed agreement as to coverage, which we agree to.

Will you kindly examine the instrument and return the same either with your approval or suggested changes.

W. W. Stiffler

WWS:er

cc Mr. I. A. De France

Enclosure

RECEIVED
NOV 3 . 1955
FOR FILING

UNITED STATES DEPARTMENT OF AGRICULTURE
FOREST SERVICE
PACIFIC NORTHWEST REGION

ADDRESS REPLY TO
REGIONAL FORESTER
AND REFER TO

P.O. BOX 4137
PORTLAND 8, OREGON

E
IMPROVEMENTS - Malheur
Utilities
Blue Mtn. Water System

October 28, 1955

Mr. R. H. Baldock
State Highway Engineer
State Highway Building
Salem, Oregon

Attention: Mr. Stiffler

Dear Mr. Baldock:

Reference is made to your letter of October 4 concerning the estimate for the Austin water system.

The revised estimate is accepted. We hope that the final cost of the project will be less than the estimate as our funds for this type of work are very limited.

The cooperative agreement covering payment for our share of the work is now being prepared and a draft will be submitted to you for review as soon as it has been completed.

Very truly yours,

R. F. GREFE
Assistant Regional Forester

Three copies forwarded to Mr. De France 11-1-55. ER

RECEIVED
NOV 2 1955
OFFICE OF
STATE HIGHWAY ENGINEER

REFERRED TO
Mr. Stiffler
By State Highway Engineer

WOOD WATER FORAGE WILDLIFE RECREATION
1905-1955
50 YEARS
GOLDEN ANNIVERSARY

NOTED
W. W. STIFFLER

RECEIVED
OCT 5 1955
FOR FILING

Salem, Oregon
October 4, 1955

Regional Forester
North Pacific Region
U. S. Forest Service
P. O. Box 4137
Portland 8, Oregon

Attention: Kermit W. Linstedt

Dear Sir:

Our Field Engineer advises that the cost of the Austin Water System is overrunning our original estimate of cost. Our estimate of $2,000.00 for two 8,000 gallon tanks was based on prices obtained almost a year ago. The actual cost of the two tanks delivered to Austin was $2,400.00. There was a similar increase in the cost of the water pipe fixtures and valves, so that our present estimate of cost is $12,000.00, instead of $10,800.00.

We are giving you this information in accordance with the suggestion which you made in your letter of August 17, 1955.

Very truly yours,

R. H. Baldock
State Highway Engineer

By
W. W. Stiffler
Assistant State Highway Engineer

IAD:bt
cc - I. A. DeFrance

RECEIVED
AUG 19 1955
FOR FILING

UNITED STATES DEPARTMENT OF AGRICULTURE
FOREST SERVICE
PACIFIC NORTHWEST REGION

P.O. BOX 4137
PORTLAND 8, OREGON

ADDRESS REPLY TO
REGIONAL FORESTER
AND REFER TO

E
IMPROVEMENTS
Utilities
(Water System)

August 17, 1955

Mr. R. H. Baldock
State Highway Engineer
State Highway Building
Salem, Oregon

Attention: Mr. Stiffler

Dear Mr. Baldock:

Reference is made to your letter of July 11 and the plans for the new water system for the Austin Maintenance Station and the Blue Mountain Ranger Station. The plans, in general, have been approved. The following minor suggestions are made:

1. Two or three Crispen air valves should be installed in the line to avoid airlock.
2. The fence at the intake should be extended up the creek to reserve a larger area from other use or pollution.
3. Where the pipe lines cross any areas where the snow will be plowed off, the pipes should be laid sufficiently deep to avoid frost.
4. We suggest that hand driven sheet piling be driven immediately below the perforated pipe. This will serve as a barrier to underground water and to control the stream overflow and aid in keeping the surface of the gravel pack clear of leaves and trash. The barrier can be formed to increase turbulence and velocity, thus minimizing silt and sand deposits which reduce the infiltration through the gravel pack.
5. In all parts of the new system special attention will be given to frost-proofing the intake, pipe lines and storage tanks.

Our general understanding of the project is that the State and the Forest Service will share the construction and maintenance costs. The State will

NOTED
W. W. STIFFLER

operate the chlorinator plant and will bill the Forest Service 50% of the cost. Both parties will pay the cost of any revision of their own distribution systems needed because of the new system.

Our fiscal agent is now preparing a cooperative agreement so that the Forest Service will be able to pay the State its share of the costs which, it is agreed, will be on a 50-50 basis. This agreement is based upon the July 8 estimated cost of $10,800. If it appears that the total cost will exceed this amount, the State will furnish the Forest Service a new estimate, and expenditures beyond the original estimate which will obligate the Forest Service to pay more than $5,400 will not be made until the Forest Service has agreed in writing to accept 50% of the cost of the new estimate.

Very truly yours,

J. HERBERT STONE, Regional Forester

By: KERMIT W. LINSTEDT, Acting

Three duplicates forwarded to Mr. De France, August 19. er

RECEIVED
AUG 19 1955
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
JUL 29 1955
FOR FILING

July 28, 1955

Mr. Lewis A. Stanley
State Engineer
303 State Office Building
Salem, Oregon

Dear Sir:

Receipt is acknowledged of your letter of July 25, 1955 relative to our application for water right at our Austin Highway Maintenance Station in Grant County.

We return herewith application form corrected to show the point of diversion as being within the NE¼ NW¼, T12S, R35E W.M. The place of use as being in the NE¼ NE¼, Section 33, T11S, R35E and in the NW¼ NW¼, Section 34, T11S, R35E and the application has been signed. We submit herewith a transparency from which copies of the sketch map may be printed. We also enclose Oregon State Highway Department Check No. A50797 in the amount of $10.00 made out to the State Engineer to cover the additional amount required for recording fees.

We believe the above items complete the request made in your letter of July 25.

Very truly yours,

R. H. Baldock
State Highway Engineer

By
W. W. Stiffler
Assistant State Highway Engineer

IAD:db
Enclosures
cc- I. A. DeFrance

RECEIVED
JUL 22 1955
FOR FILING

STATE OF OREGON
STATE ENGINEER
WATER RESOURCES DEPARTMENT
SALEM

REFER TO FILE NO. 30084

July 25, 1955

Mr. W. W. Stiffler
Asst. State Highway Engineer
State Highway Building
Salem, Oregon

Dear Mr. Stiffler:

Re: Austin Highway Maintenance
Station Water Right

This will acknowledge receipt of your application for a permit to appropriate 0.08 second-foot of water from Clear Creek for domestic supply for Austin Highway Maintenace Station and United States Forest Service Blue Mountain Ranger Station, print to accompany the application and remittance in the amount of $10, for which our Receipt No. 4067 is enclosed.

The application has been examined, given File No. 30084 and a couple of discrepancies noted.

Under item 4 the forty acre tract that the point of diversion is within should be listed and item 8 should be completed by listing the forty acre tract that the use is to be within. I have pencilled these in as they appear from the print.

It will also be necessary for you to submit a tracing or transparency from which the print was prepared. The application should also be signed.

There is a balance due in recording fees in the amount of $10 which must be submitted before the permit can be issued.

I am returning the application for your convenience in completing it as suggested and upon its receipt together with the map and fees, it will appear to be in satisfactory form. The application has been endorsed so that to retain its priority it must be returned to this office on or before August 25, 1955.

Very truly yours,

LEWIS A. Stanley
State Engineer

By
Chris L. Wheeler, Assistant

CLW:eh
enc.

2 Copies Referred
to Mr D.E. [illegible]

RECEIVED
JUL 26 1955
SN
STATE HIGHWAY COMMISSION

NOTED
W. W. STIFFLER

RECEIVED
JUL 12 1955
FOR FILING

July 11, 1955

Regional Forester
U. S. Forest Service
P. O. Box 4137
Portland 8, Oregon

Attention: Mr. W. L. MacDonald

Dear Sir:

I am enclosing three sets of plans, with a copy of a report made to me by Mr. De France, Assistant Maintenance Engineer, on the current status of our project to improve the water system which serves jointly our equipment storage headquarters and your Blue Mountain Ranger Station on the John Day Highway at Austin, Oregon.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. W. Stiffler
Assistant State Highway Engineer

WWS:er

Enclosure

FORM E30—80M—10-54—79485

## OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
July 8, 1955

**SUBJECT:** Water Pipe line, reservoir and intake at Austin Maintenance Station

To: Mr. W. W. Stiffler
Assistant State Highway Engineer
Office

Dear Sir:

Herewith plans showing details of proposed water pipe line, reservoir and intake at Austin Maintenance Station. The plans call for a filtration inlet and settling basin at elevation 4292; 16000 gallon reservoir at the end of 3440 lin. feet of 2" galvanized water pipe at elevation 4280, and a chlorinator unit in the end of our Maintenance Station at the end of 1187 lin. feet of 4" spiral weld water pipe with a discharge elevation of 4220.

The State Parks division have constructed and operated several intakes of the type proposed, with considerable success. The advantages are three: ease of installation, protection from frost and no interference to fish life. The construction of the proposed fenced intake area should protect the intake area from stock and from logging operation.

The settling basin proposed is of precast concrete units 33" long by 52" interior diameter with a concrete top which will permit easy access for annual cleanout. An air chamber and anticipated snow cover should protect the water in the settling basin from front at least to the depth of the inlet pipe.

Our estimate of cost is revised as follows:

| | |
|---|---|
| Clearing - - - - - - - - - - - - - - - - - - - - - - - - - | $ 200 |
| Excavation for pipeline and reservoir 1300 cu.yd at $1.75 | 2275 |
| 2-8000 gallon steel tanks in place | 2000 |
| 3440 lin. ft. 2" pipe at 80 cents in place | 2752 |
| 1187 lin.ft. 4" pipe at $1.10 in place | 1306 |
| Intake and fence in place | 800 |
| Chlorinator Plant in place | 500 |
| Contingencies (10%) | 967 |
| Total | $10800 |

We have prepared a water right application which is in the hands of the State Engineer at this time. Our budget item for this project was $7500. We hope to obtain 50% cooperation from the Forest Service so that there should be ample funds to perform certain revisions to our distribution system that Mr. Parson estimates will cost $840.

The Forest Service officials at Portland and at John Day and Austin all wish to review the proposed installation. Four sets of plans are attached so that you can forward a set to each Forest Service Office. We are sending copies of the plan and copies of this letter to Mr. Parson, Mr. Coffey and Mr. Bangert for their inspection.

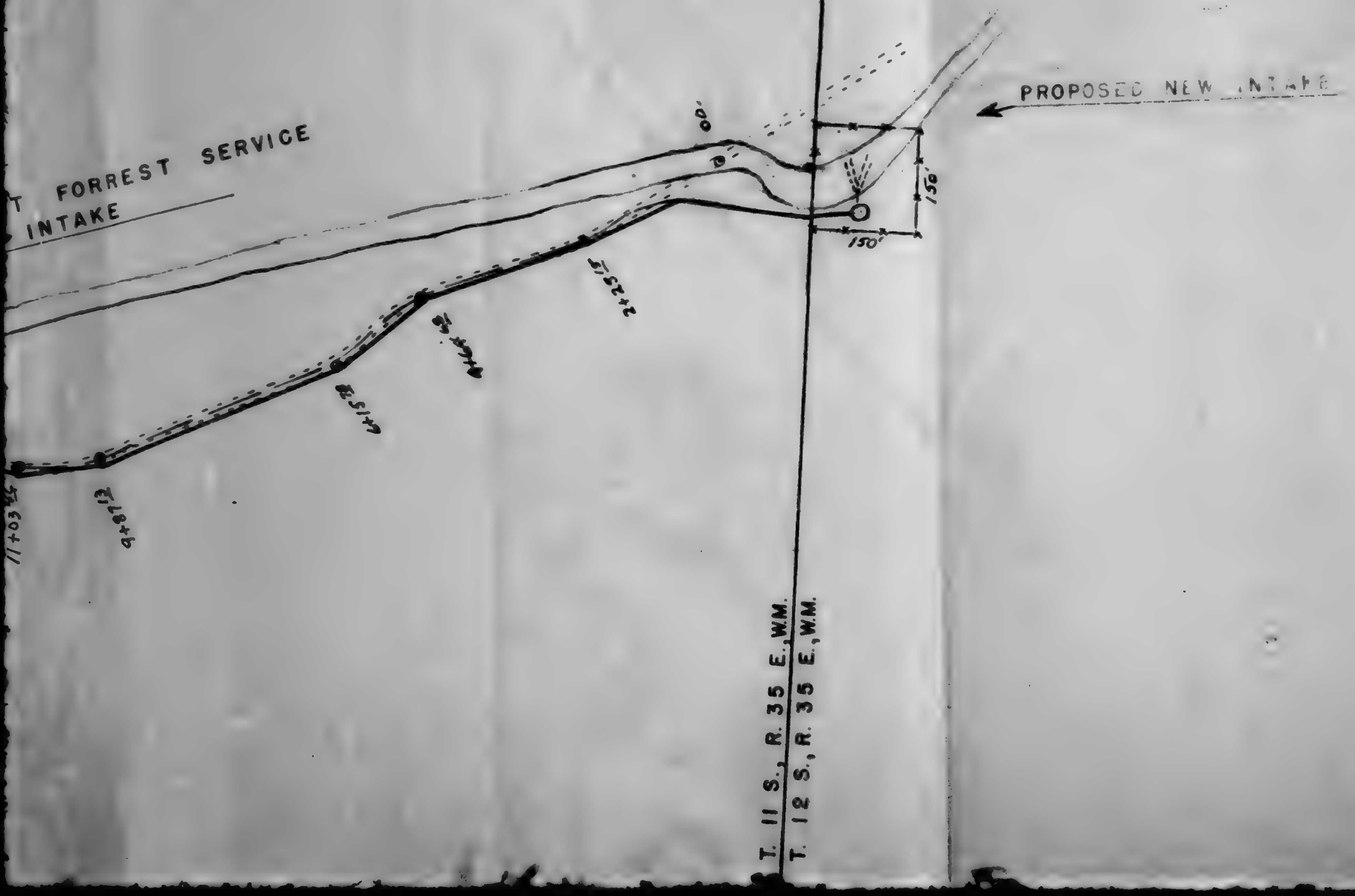
Very truly yours,

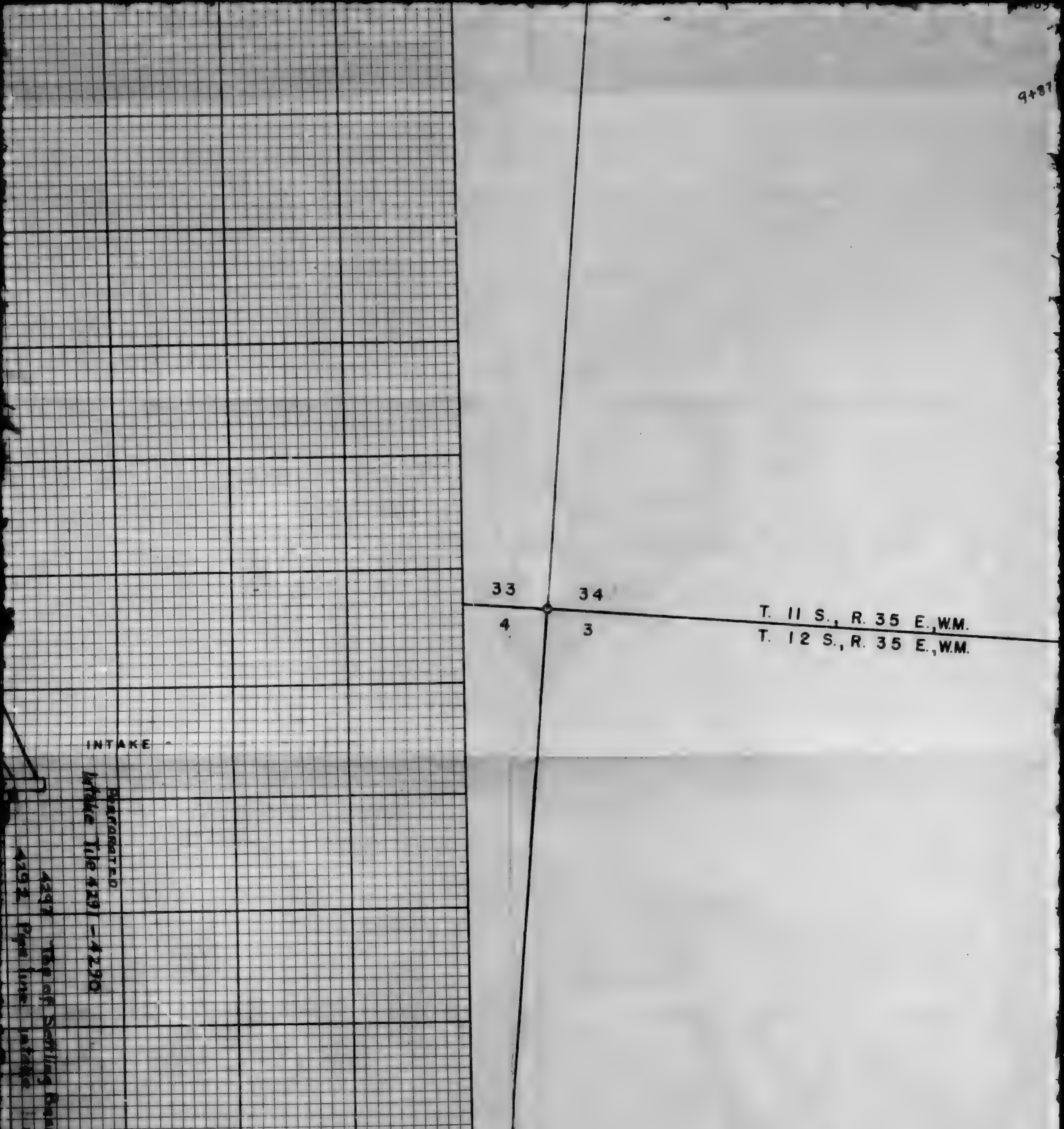
I. A. DeFrance
Assistant Maintenance Engineer

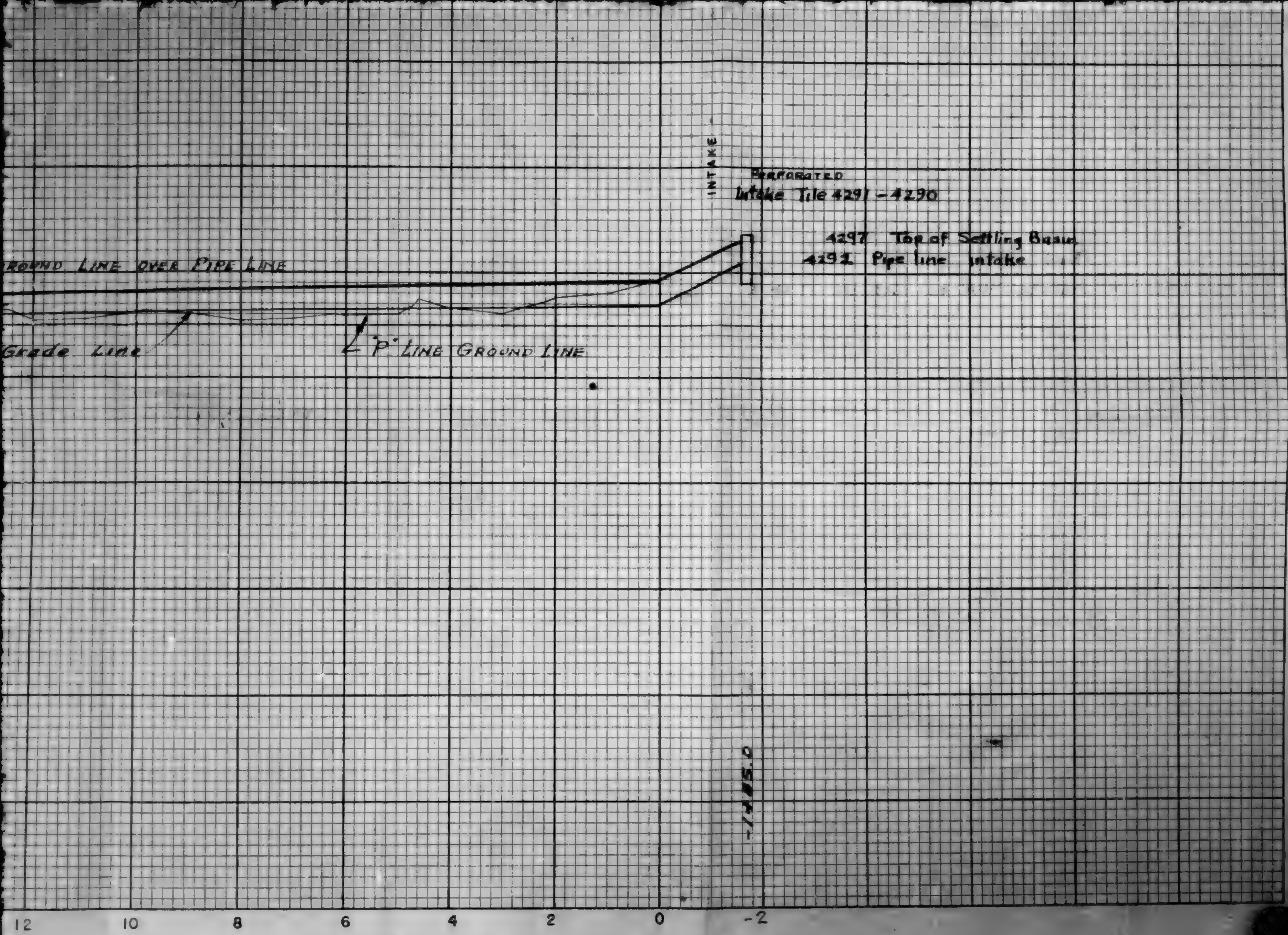
IAD:db
Enclosures
cc- A. F. Parson - Encls.
V. H. Coffey - Encls.
J. B. Bangert - Encls.

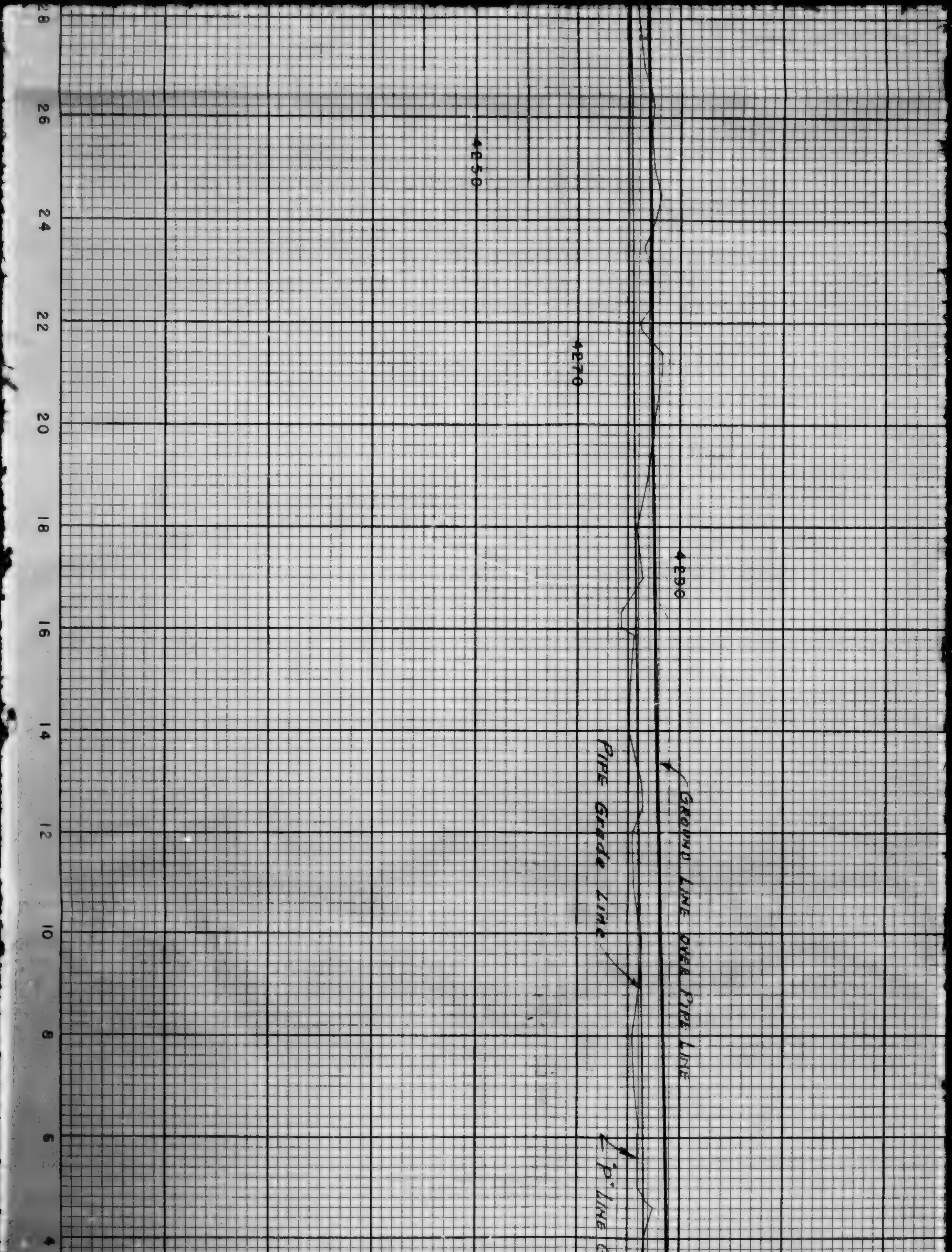
| PROPOSED WATER SYSTEM<br>AUSTIN PATROL HDQ. & FORREST HDQ.<br>JOHN DAY HWY. — GRANT CO. | | | | SHEET No.<br>1 |
|---|---|---|---|---|
| FED. ROAD Div. No. | STATE | PROJECT NUMBER | FISCAL YEAR | TOTAL SHEETS<br>See 2 Index |
| 8 | OREGON | | | |

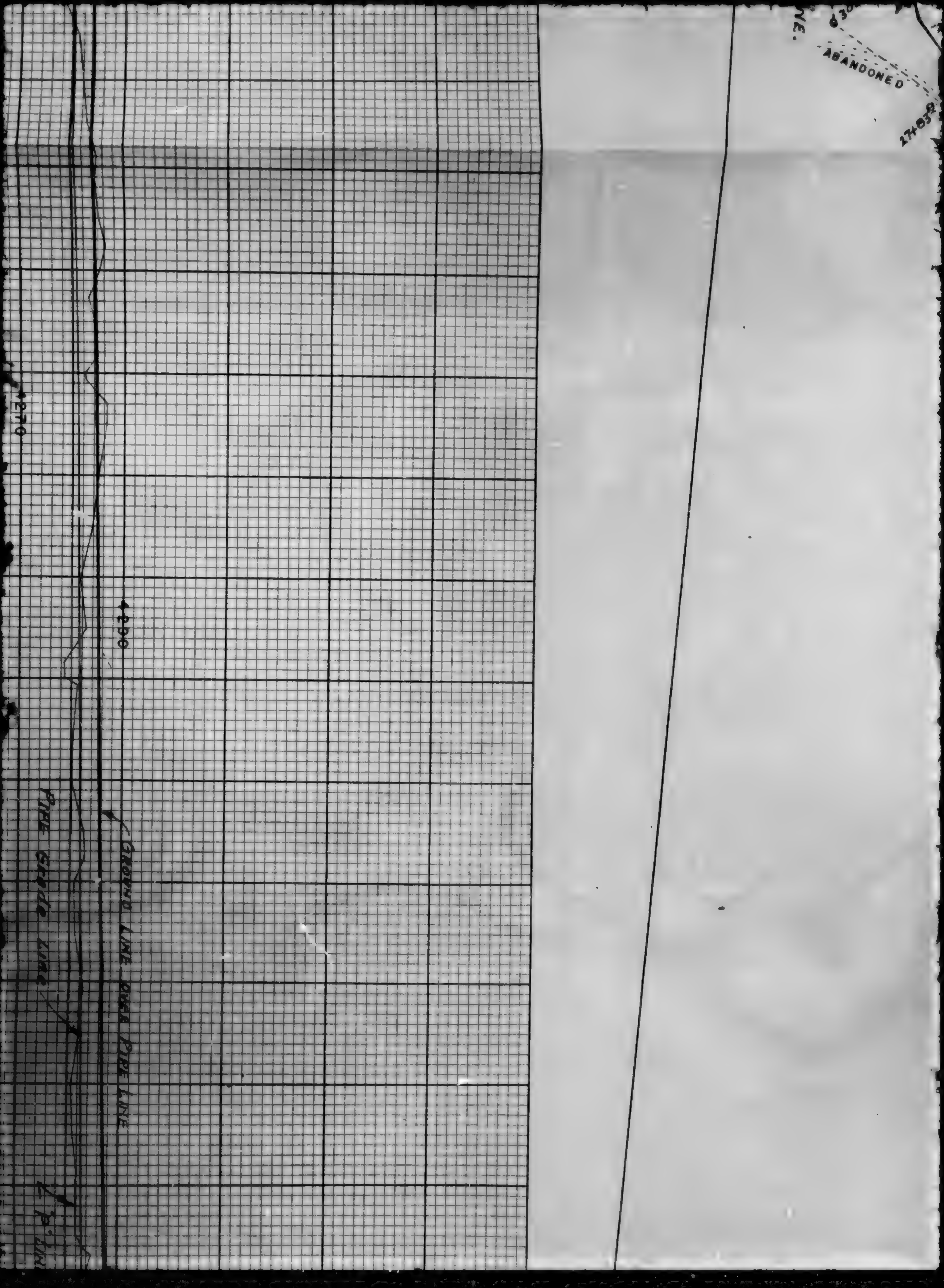
JUNE 1, 1955

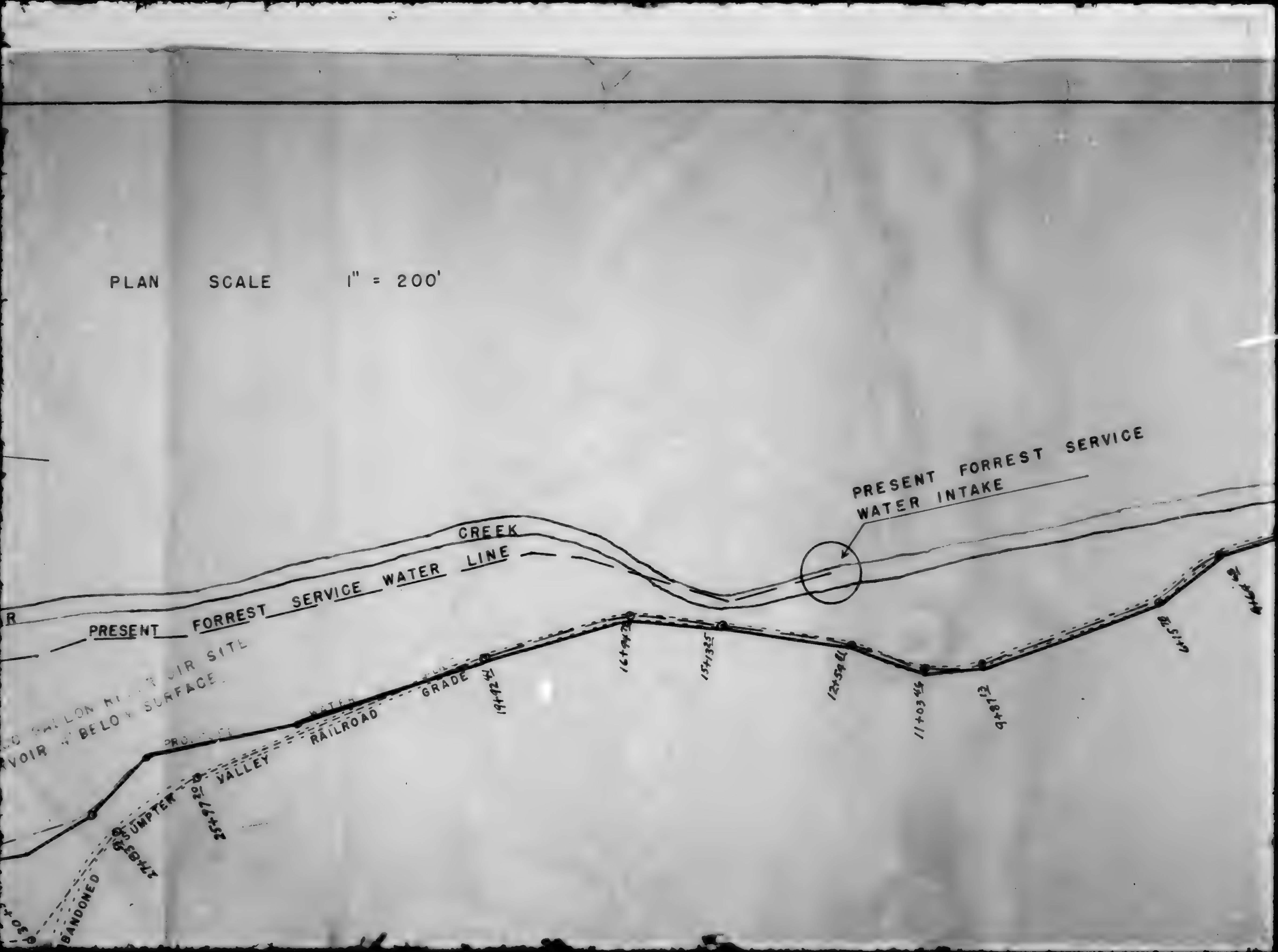


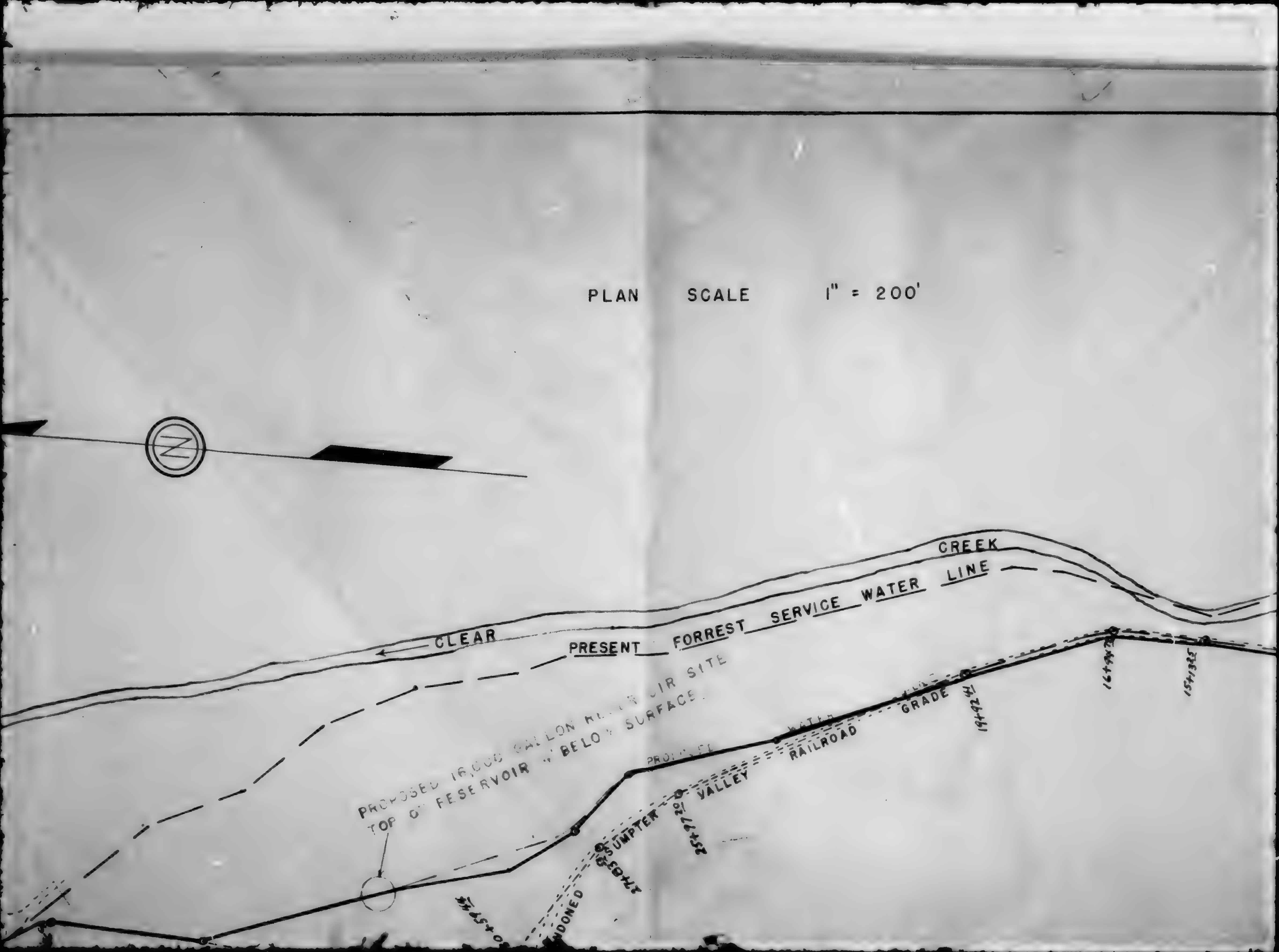
9+87
33
34
4
3
T. 11 S., R. 35 E., W.M.
T. 12 S., R. 35 E., W.M.
INTAKE
Recorded
Intake Tile 4291-4290
4297 Top of Settling Basin
4292 Pipe line intake


ROUND LINE OVER PIPE LINE
Grade Line
℄ "P" LINE GROUND LINE
INTAKE
PERFORATED
Intake Tile 4291 - 4290
4297 Top of Settling Basin
4292 Pipe line intake
-1485.0
12
10
8
6
4
2
0
-2


28
26
24
22
20
18
16
14
12
10
8
6
4
4250
4270
4290
GROUND LINE OVER PIPE LINE
PIPE Grade Line
P. LINE GRA

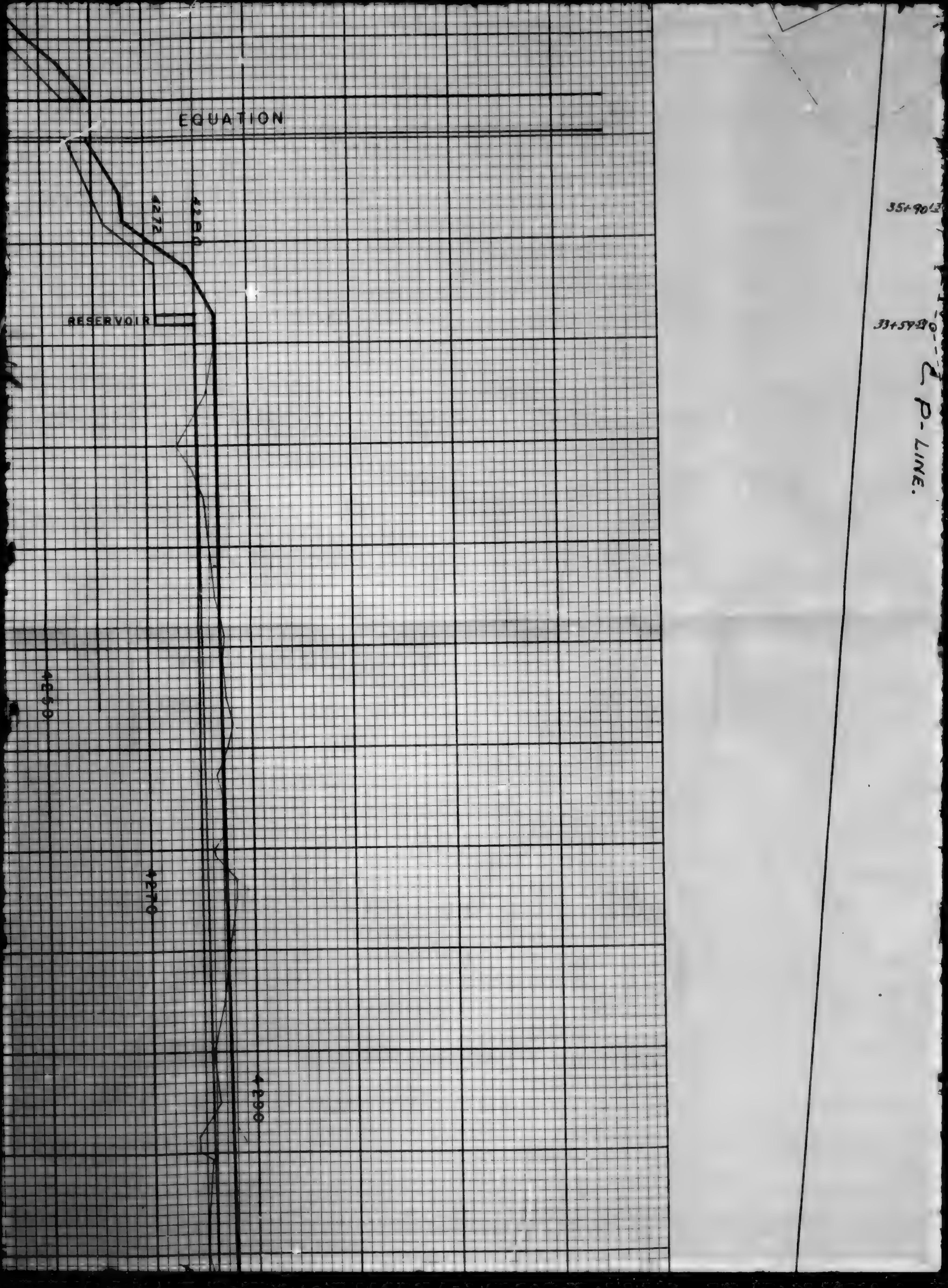

4270
4290
GROUND LINE OVER PIPE LINE
PIPE GRADE LINE
E.P. LIN
NE.
30
ABANDONED
27+83

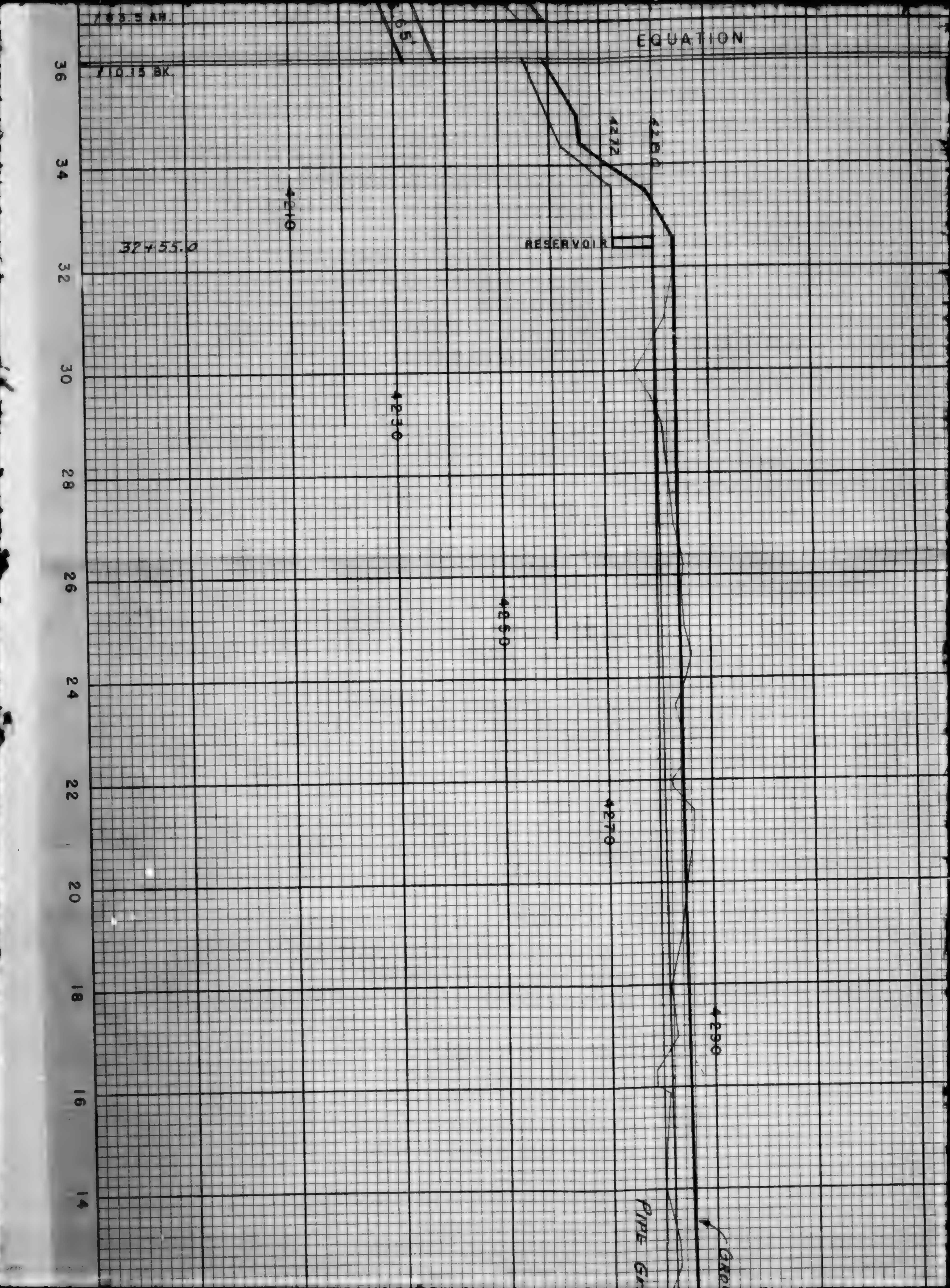

PLAN SCALE 1" = 200'
PRESENT FORREST SERVICE WATER INTAKE
CREEK
PRESENT FORREST SERVICE WATER LINE
R
VOIR BELOW SURFACE
SITE
SUMPTER VALLEY RAILROAD GRADE
BANDONED
30+
27+83
25+97 20
19+92 41
16+94
15+13 25
12+54
11+03 46
9+87 13
6+15 78
4+64 42

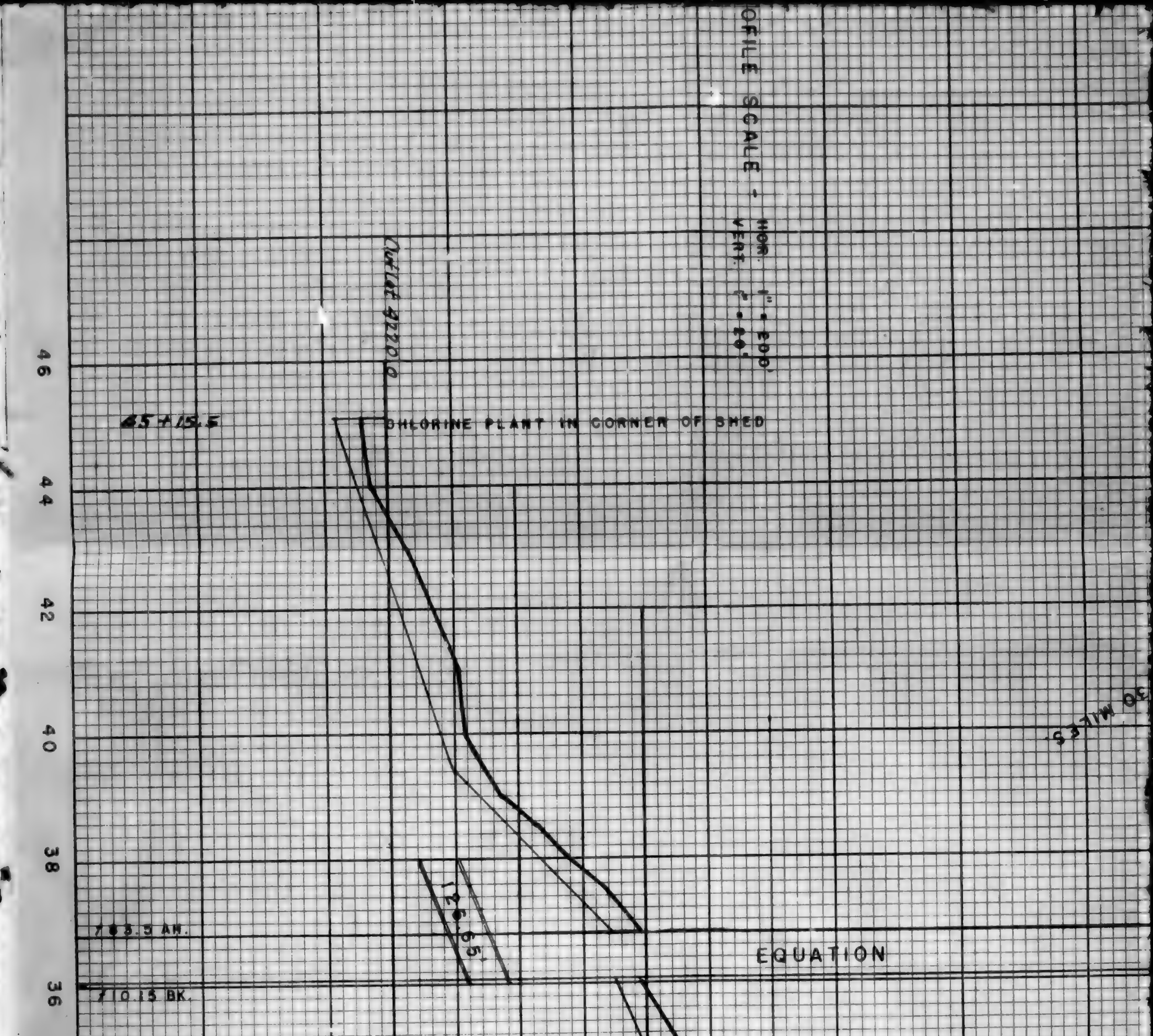


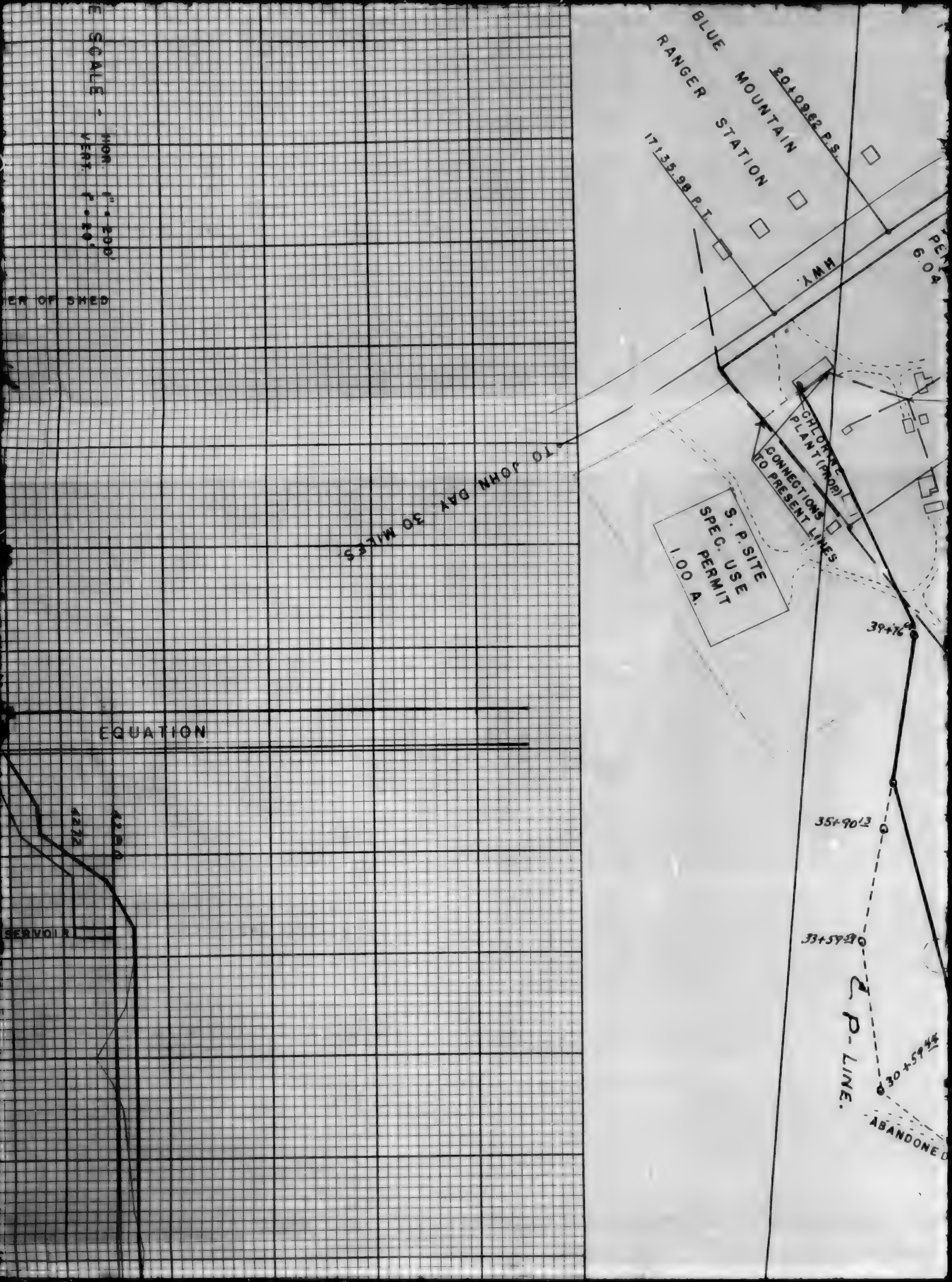
PLAN SCALE 1" = 200'

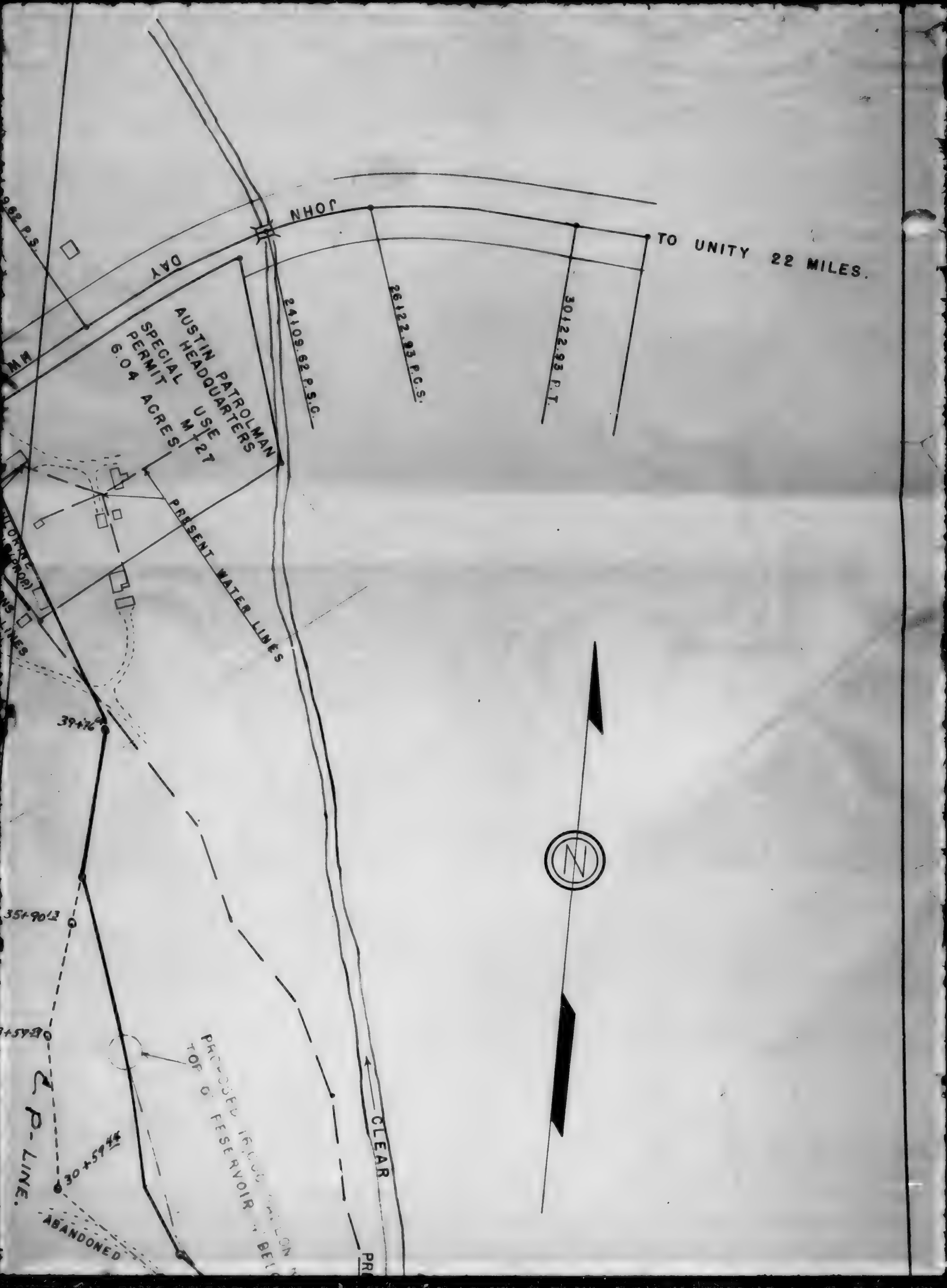
N
CLEAR CREEK
PRESENT FORREST SERVICE WATER LINE
PROPOSED 16,000 GALLON R... OIR SITE
TOP OF RESERVOIR 4' BELOW SURFACE.
PROPOSED WATER LINE
NDONED SUMPTER VALLEY RAILROAD GRADE
0+59 44
27+83 5
25+97 20
19+92 41
16+94 73
15+13 25


EQUATION
RESERVOIR
4272
4280
4260
4270
4290
35+90.13
33+59.20
℄ P-LINE.

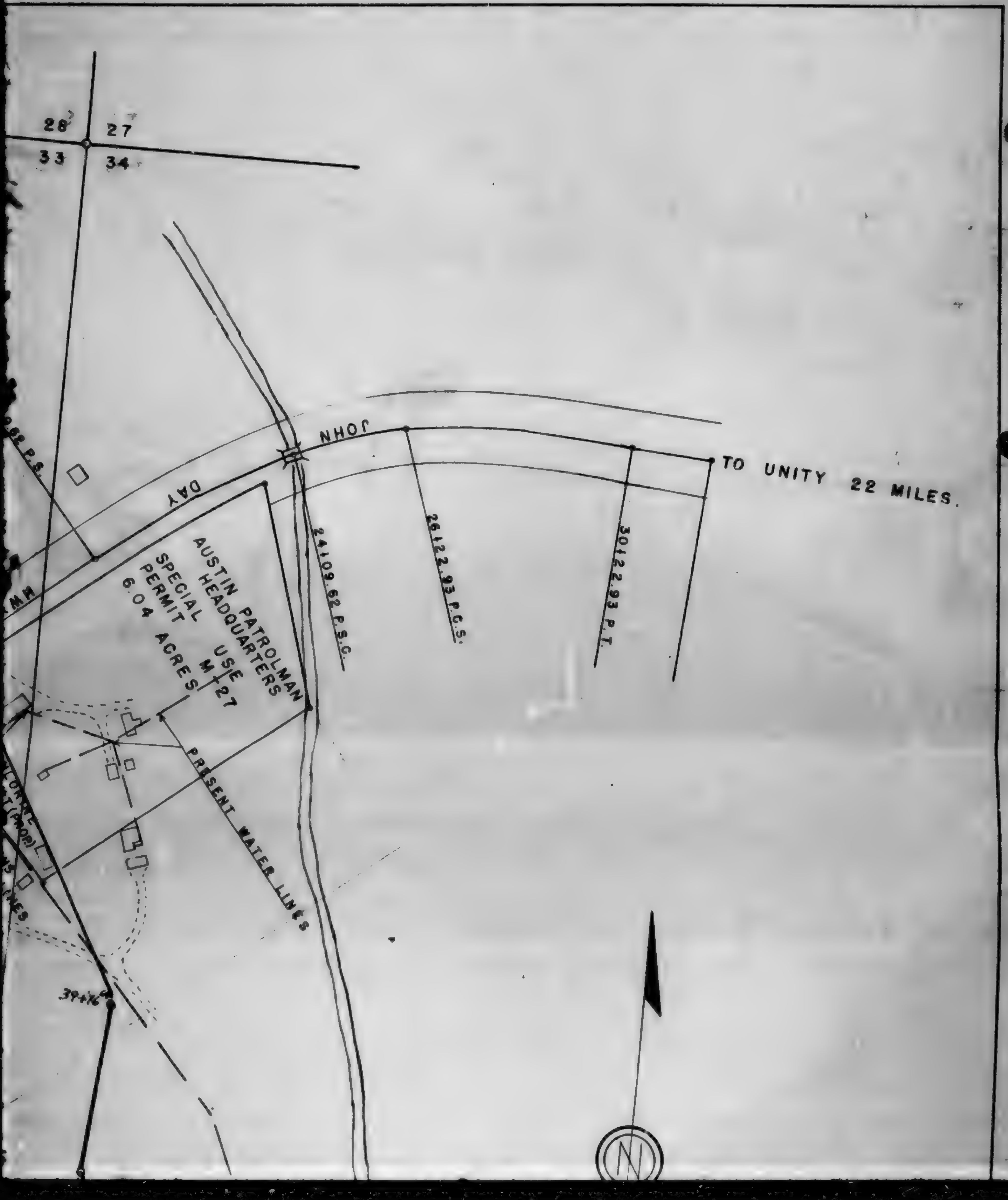

+65.5 AH.
+10.15 BK.
EQUATION
65
36
34
32
30
28
26
24
22
20
18
16
14
32+55.0
4210
4230
4250
4270
4290
4272
4280
RESERVOIR
PIPE G
GRO


OFILE SCALE - HOR. 1" = 200'
VERT. 1" = 20'
Outlet 4220.0
45+15.5
CHLORINE PLANT IN CORNER OF SHED
46
44
42
40
38
36
34
32
30
28
30 MILES
+83.5 AH.
+10.15 BK.
126.65'
EQUATION
4272
4280
4210
4230
RESERVOIR
32+55.0

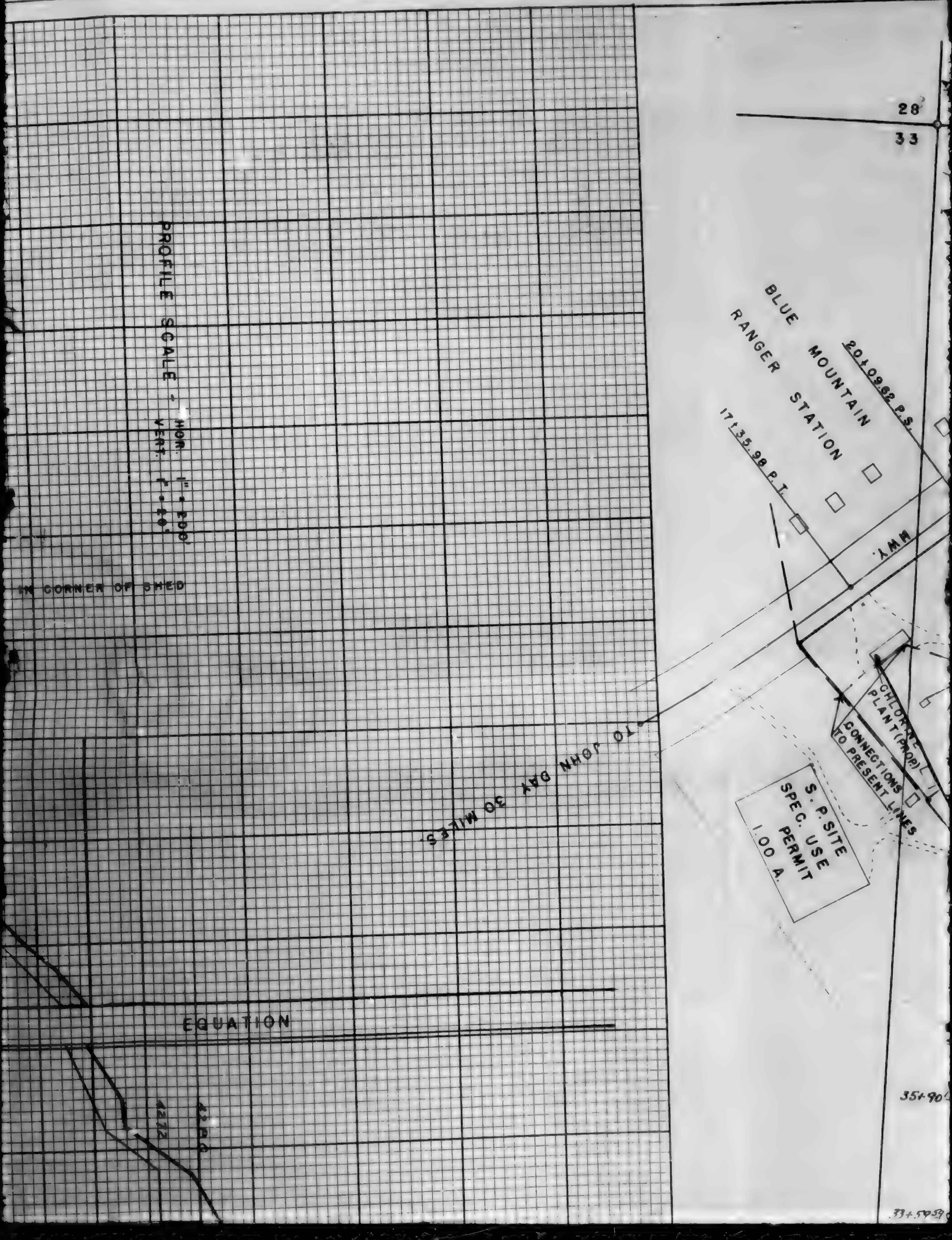

E SCALE - HOR. 1" = 200'
VERT. 1" = 20'
ER OF SHED
EQUATION
4272
4280
SERVOIR
BLUE MOUNTAIN RANGER STATION
20+09.62 P.S.
17+35.98 P.I.
HWY.
PER
6.04
TO JOHN DAY 30 MILES
CHLORINE PLANT (PROP.)
CONNECTIONS TO PRESENT LINES
S. P. SITE SPEC. USE PERMIT 1.00 A.
39+76
35+90.13
33+59.51
30+59.44
℄ P-LINE.
ABANDONED


9.62 P.S.
HWY
DAY
JOHN
TO UNITY 22 MILES.
24+09.62 P.S.C.
26+22.93 P.C.S.
30+22.93 P.T.
AUSTIN PATROLMAN
HEADQUARTERS
SPECIAL USE
PERMIT M-27
6.04 ACRES
PRESENT WATER LINES
LINES
39+76
35+90.13
3+57.21
30+59.44
℄ P-LINE.
ABANDONED
PROPOSED 16,000 GALLON
TOP OF RESERVOIR BEL
CLEAR
PR
N

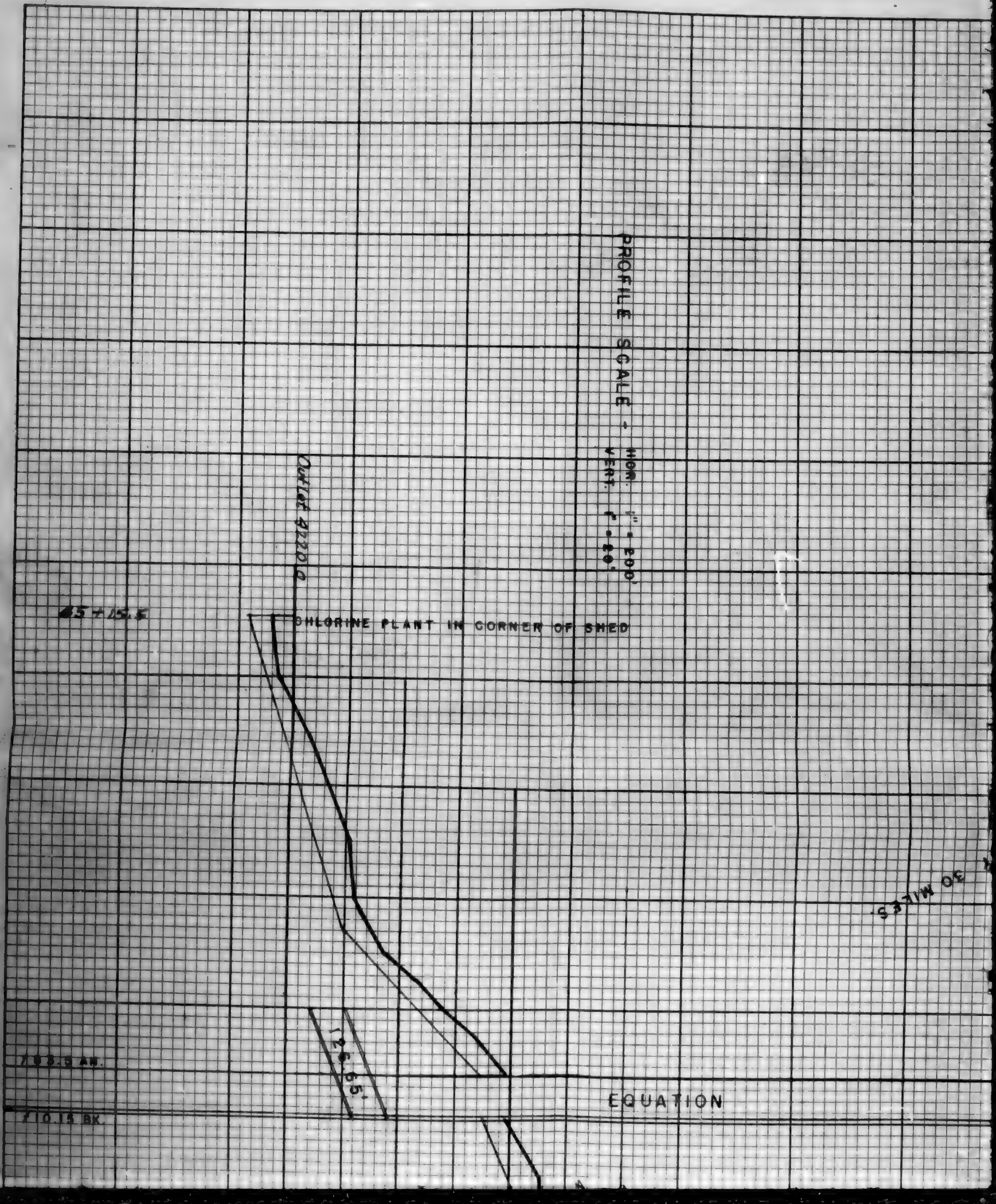
| FINAL SURVEY | | BY | DATE |
|---|---|---|---|
| | SURVEYED | | |
| | PLOTTED | | |
| NOTE BOOK | TEMPLATE | | |
| | AREAS | | |
| NO. | AREAS CHECKED | | |



BOOK
PLOTTED
TEMPLATE
AREAS
AREAS CHECKED



| | | BY | DATE |
|---|---|---|---|
| ORIGINAL SURVEY | SURVEYED | | |
| | PLOTTED | | |
| NOTE BOOK | TEMPLATE | | |
| | AREAS | | |
| NO. | AREAS CHECKED | | |



RECEIVED
JUL 6 - 1955
FOR FILING

[illegible]
Bldgs
Austin

July 5, 1955

Mr. J. Malcolm Loring
Forest Supervisor
Malheur National Forest
John Day, Oregon

Dear Sir:

I wish to thank you for so promptly following up your verbal approval of an amended Use Permit to accommodate the construction of additional buildings at our Austin equipment storage headquarters, by means of your communication dated May 29.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. W. Stiffler
Assistant State Highway Engineer

[redacted]:er

cc Mr. I. A. De France
Mr. A. F. Parson
Mr. V. H. Coffey

UNITED STATES DEPARTMENT OF AGRICULTURE
FOREST SERVICE
MALHEUR NATIONAL FOREST

ADDRESS REPLY TO
FOREST SUPERVISOR
AND REFER TO

JOHN DAY, OREGON

June 29, 1955

U
USES - Malheur
Oregon State Highway Commission
Residence and garage
11/22/26, am. 12/22/48

Oregon State Highway Commission
Salem, Oregon

Gentlemen: (Attention: Mr. W. W. Stiffler)

Reference is made to your application to amend the above Special Use Permit to provide for the construction of a residence and a sandshed at your Austin Patrol Station Site.

This letter is confirmation that the sites for both the residence and the sandshed are approved and that we will follow up with the amendment for the Special Use Permit as soon as possible.

We feel any problems concerning this Special Use Permit can be satisfactorily worked out between your local agents here and District Ranger Alex Smith at the Blue Mountain Ranger Station.

Very truly yours,

J. Malcolm Loring
J. MALCOLM LORING
Forest Supervisor

Copy forwarded to Mr. De France June 30. ER

RECEIVED
JUN 30 1955
OFFICE OF
STATE HIGHWAY ENGINEER

NOTED
W. W. STIFFLER

RECEIVED
JUL 29 1955
FOR FILING

Mount
[illegible]
[illegible]

# STATE ENGINEER'S RECEIPT

STATE OF OREGON

Salem, Ore., *June 24* 195*5* File No. ~~Per.~~ Appl. *30084*

Received from *Oregon State Highway Dept.*

$ *10.00* Cash ☐ M.O. ☐ Check ☐

Examination fee $ *10.00*
Extension of time fee $
Blueprinting fee $
Copying fee $
Certification fee $
Mis'c. Recording fee $
Protest fee $
Transfer - Examination $
Publication of notice $
Quadrangle account $
Adjudication fees $
Annual license fee $
Penalty $
Certificate Recording fee $
All other
$

Recording fee $

Recording fee $

Hydroelectric Comm. fees:
Filing fee $
Investigation fee $
License fee $
Misc'l $

State Reclamation Comm. fees:
Proof and entry $
Other
$

NOTED
W. W. STIFFLER

**No.** 04067

STATE ENGINEER
By *E. L. Hansen*

46274 DABCO INC. - OAKLAND

RECEIVED
APR 27 1955
FOR FILING

[illegible]
Bldg & Sites

Salem, Oregon
April 26, 1955

Mr. I. A. De France

This memorandum will merely confirm a recent telephone conversation wherein I stated that the U. S. Forest Service desired a more complete plan and profile of the proposed water system to serve the Austin Maintenance Station and the Blue Mountain Ranger Station on the John Day Highway. The plan should include a profile of the pipe line showing the depth below ground of both the pipe line and the storage reservoir.

Mr. McDonald indicated that a plan, similar to Sheet No. 4 of the plan worked up to show the water system in Humbug Mountain State Park, would be ideal.

Two copies of Mr. Grefe's recent letter are enclosed herewith.

W. W. Stiffler

WWS:er

Enclosure

RECEIVED

UNITED STATES DEPARTMENT OF AGRICULTURE
FOREST SERVICE
PACIFIC NORTHWEST REGION

ADDRESS REPLY TO
REGIONAL FORESTER
AND REFER TO

P.O. BOX 4137
PORTLAND 8, OREGON

E
IMPROVEMENTS, Malheur
Utilities
(Blue Mtn. R. S. Water System)

April 20, 1955

Mr. R. H. Baldock
State Highway Engineer
State Highway Department
Salem, Oregon

Dear Sir:

Reference is made to Mr. Stiffler's letters of April 11 and April 18.

The funds set up to the Malheur Forest for participation in the proposed water system for the Blue Mountain Ranger Station and the Austin Maintenance Station were current fiscal year funds. This money has been withdrawn from the forest and will be replaced with an equal sum in the new fiscal year which begins on July 1, 1955.

When your field men return to the area to complete their surveying we hope that they will contact the Forest Supervisor in John Day so that some one from the forest will participate in the final survey and thus become familiar with all phases of the project.

We are particularly interested in having a good plan and profile of the pipe lines. In view of the extremely low temperatures recorded at the Blue Mountain Ranger Station, we will want to know what protective measures will be designed into the intake, storage tanks, and in the building housing the chlorinator. Have you considered the possibility of placing the steel tanks underground to prevent freezing?

Our fiscal agent has pointed out some items that we will need to clear when the cooperative agreement is prepared. We will work with you on the agreement as soon as the engineering parts of the project have been completed.

Very truly yours,

J. HERBERT STONE, Regional Forester

By: R. F. GREFE, Acting

RECEIVED
APR 22 1955
OFFICE OF
STATE HIGHWAY ENGINEER

NOTED
W. W. STIFFLER

RECEIVED
APR 19 1955
FOR FILING

April 18, 1955

Regional Forester
North Pacific Region
U. S. Forest Service
P. O. Box 4137
Portland 8, Oregon

Dear Sir:

In reply to our telephone conversation of last Friday, April 15, wish to advise that Austin Maintenance Sketch Map from the field shows ground elevation of two survey points 175.6 and 175.5, both located on an old abandoned logging road. It is proposed to locate the reservoir at elevation 170 and the intake probably 200 feet up Clear Creek where elevation 180 is available. It is proposed to use two inch galvanized pipe between the intake and the reservoir.

We find that it is going to be necessary to tie in a section corner before we can prepare a map definitely locating the intake by subdivision lines. As soon as the snow is out of the hills above Austin, we will make this tie and prepare a map locating the site for your purpose and for the purpose of locating a water right for the State Engineer. We suggest the whole matter be held in abeyance until this survey and map have been completed.

Very truly yours,

R. H. Baldock
State Highway Engineer

By
W. V. Stiffler
Assistant State Highway Engineer

IAD:reb
c.c. - I. A. DeFrance

RECEIVED
APR 13 1955
FOR FILING

| |
|---|
| Maint |
| Bldg + site |
| |

Austin

April 11, 1955

Regional Forester
North Pacific Region
U. S. Forest Service
P. O. Box 4137
Portland 8, Oregon

Dear Sir:

During 1954 I had several discussions with Mr. MacDonald relative to improvements to the source of water and the distribution system serving your Blue Mountain Ranger Station and our section maintenance headquarters on the John Day Highway near Austin, Grant County. I understand the Forest Service has funds available to participate in a cooperative project for the improvement.

Our field forces have been working in cooperation with the Forest Supervisor for some time in developing a plan that would be suitable to both agencies and still be within the limits of funds available for the project.

Enclosed is a plan, together with a copy of a report from Mr. De France to me under date of March 16, which explains the functioning of the plan, with the total cost of those elements assumed to be the mutual obligation of both parties.

Your approval of the plan or your recommendations for improvements is respectfully requested. In the event you are willing to cooperate on a 50-50 basis, and it is necessary on the part of the Forest System to have the project covered by an agreement, we would be happy to have you prepare the same.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. W. Stiffler
Assistant State Highway Engineer

WWS:er

Enclosure
cc Mr. I. A. De France

RECEIVED
MAR 23 1955
FOR FILING
FORM 530—50M—4-54—74388
Maint
[illegible]

**OREGON STATE HIGHWAY DEPARTMENT**

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
March 16, 1955

**SUBJECT:** Water Supply System at Austin

To: Mr. W. W. Stiffler
Assistant State Highway Engineer
State Highway Department
OFFICE

Dear Sir:

Further reference is made to the proposed revision of the water supply system at the Austin Maintenance Headquarters. Mr. Parson has made further investigation of the alternate sources of supply and has eliminated from consideration the springs which were being investigated east of the Maintenance Station. They now recommend that we proceed with the improvement of the Clear Creek intake by installing a new pipe line to an intake some 800 feet beyond the present intake, and the installation of a 16,000 gallon reservoir as proposed in our letter of September 22, 1954. It appears that the stage construction considered in that letter is impractical inasmuch as the reservoir site is only 1,000 feet above the Maintenance Station, and almost as far from the present distribution line. On the basis of the new proposal our estimate of cost is revised as follows:

| | |
|---|---|
| Clearing | $200.00 |
| Excavation for Drainage & Reservoir, 1200 c.y. at $1.75 | 2,100.00 |
| 2 - 8,000 gallon steel tanks, in place | 2,000.00 |
| 3,000 lin. ft. of 2-inch galvanized pipe, in place | 2,400.00 |
| 1,400 lin. ft. Spiral Weld pipe | 1,540.00 |
| Intake and fence | 800.00 |
| Chlorination Plant | 500.00 |
| Sub Total | $9,540.00 |
| Contingencies | 460.00 |
| Total | $10,000.00 |

The elevation of the reservoir will be approximately 70 feet above the Maintenance Station at Station 14 + 00. Station 0 is located across the highway in the Forest Service camp. The intake will be approximately 10 feet higher than the reservoir at Station 44 + 00, 3,000 feet farther to the south. A rough computation indicates that, with this head, our 16,000 gallon reservoir would service a standard fire nozzle at 150 gallons per minute for two hours, which should constitute adequate fire protection for both Highway and Forest camps.

The Reservoir site is located south of the Maintenance Station on the side of a hill on an abandoned logging railroad grade which grade extends 3,000 feet southerly to a junction with Clear Creek. This abandoned grade has grown up with underbrush which, it is believed, can be readily removed by a bulldozer.

NOTED
W. W. STIFFLER

It is proposed to install the water line along this old grade where it is anticipated excavation can be performed, in part at least, by a bulldozer, and the old grade remain for use for service access.

It is proposed to place the chlorinator in one corner of our Maintenance Station building inasmuch as this equipment requires regular inspection and service, and there would be no advantage to housing it in a separate building.

In addition to the above work there will be certain adjustments to our own distribution system which expense we would not expect the Forest Service to cooperate in. Mr. Parson estimates the cost of this work at $840.00, which includes the extension of a four inch main to a fire hydrant located so as to furnish fire protection to our three houses.

Mr. Parson is of the opinion that the best time to do this work would be in August inasmuch as the creek is lowest at that time of the year. He advises, however, that the Forest Service have a budget item of $5,000 to cover their cooperation in the project, and that the funds must be obligated before the first of July. We believe the Forest Service officials have kept in touch with our thinking and planning in this project through their local Ranger. Possibly their Portland Office could suggest a minimum form of agreement that would cover their participation in this project.

Mr. Parson has all the survey data and maps in his office and we understand is preparing a standard size vicinity map that will show all the details of the existing Maintenance Station, including buildings and water mains and the proposed reservoir and intake sites.

Very truly yours,

I. A. DeFrance
Assistant Maintenance Engineer

IAD:reb

RECEIVED
MAR 16 1955
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
SEP 29 1954
FOR FILING

Maint
[illegible]
1

September 28, 1954

Mr. W. L. MacDonald
Regional Engineer
U. S. Forest Service
P. O. Box 4137
Portland 8, Oregon

Dear Sir:

For some time, we have been in the process of studying a suitable plan for the improvement of the water supply at the Austin Highway and Forest Service Headquarters on the John Day Highway in Grant County.

We have carefully reviewed the reports rendered by Mr. Smith, Forest Ranger, but, due to the cost involved and the desire to accomplish something this season, I would suggest that we follow a modification of Mr. Smith's case No. 3, which is outlined in detail in a report made to me by Mr. De France under date of September 22, 1954, copy of which I enclose herewith.

Please advise your reaction to this latest proposal.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. W. Stiffler
Assistant State Highway Engineer

WWS:er

cc Mr. I. A. De France

FORM E-30 25M 9-51 92319

# OREGON STATE HIGHWAY DEPARTMENT

## INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
September 22, 1954

**SUBJECT:** Austin Water Supply

**To:** Mr. W. W. Stiffler
Assistant State Highway Engineer
OFFICE

Dear Sir:

After considerable study of alternate plans for improving the water system at Austin, we recommend the adoption of plan three, proposed by J. B. Bangert and Mr. Parson, designed to deliver eighty gallons per minute at twenty pounds P.S.I.

Plan three contemplates a reservoir on high ground, 1,400 feet, south of Austin Maintenance Station, and the installation of 2,600 feet of two inch pipe line to a new intake approximately 700 feet farther up Clear Creek than the present intake. We are advised the Forest Service plans to log the Clear Creek watershed, but believe, with the fencing off of an area around the proposed intake, that Clear Creek will still provide a more dependable water supply than the springs in the area to the east. It is recalled that, in the early history of Austin Maintenance Station, springs were developed but later completely disappeared. The risk is also considered too great to attempt to drill a well.

We recommend the purchase and installation of one or two 8,000 gallon steel water tanks, 91" x 24', instead of constructing a reinforced concrete reservoir as a means of saving both time and money, the purchase and installation of 2,600 feet of two inch pipe to the new intake, the construction of headworks at intake, and the fencing of an intake reserve. In view of the late season, we would install a temporary connection of approximately 200 feet from the new reservoir to the existing water pipe, with the replacement of the remainder of the existing system to be deferred until such time as replacement is found necessary. Should it be considered desirable, the installation of the second 8,000 gallon tank could also be deferred until later.

The estimated cost would be as follows, on the basis of installing two 8,000 gallon tanks:

| | |
|---|---|
| 2 - 8,000 gallon steel tanks at $850.00, f.o.b. Austin, | $ 1,700 |
| Installation of two tanks | 300 |
| 2,600 linear feet of 2" pipe installed at $1.00 ft. | 2,600 |
| Intake and fence around intake reserve | 1,000 |
| Chlorination plant and house | 600 |
| 200' - 2" water pipr - temporary connection to existing supply line | 200 |
| Contingencies | 600 |
| | $ 7,000 |

9/22/54

Subject: Austin Water Supply

This project should, no doubt, be undertaken in cooperation with the Forest Service, and suggest that they be contacted for approval of this proposed plan and of cooperation on a fifty-fifty basis.

Mr. Bangert was informed the Forest Service has an item of $5,000 in their 1954 budget. We have $2,500 in our Budget earmarked for Austin, and would be able to transfer funds to cover the rest of our share of the cost from other items in the 1954 budget for Meacham that have been cancelled.

We attach copies of Mr. Parson's letters dated July 26, and August 17, 1954, and of Mr. Bangert's letter and report of May 4 and August 10, 1954, together with prints of sketch map showing alternate plans.

Yours very truly,

I. A. DeFrance,
Assistant Maintenance Engineer

IAD:reb
Encl.

FORM K-90 20M 8-51 52318

**OREGON STATE HIGHWAY DEPARTMENT**

**INTER-DEPARTMENT CORRESPONDENCE**

La Grande, Oregon
July 26, 1954
**SUBJECT:**

**To:**

Mr. I. A. DeFrance
Assistant Maintenance Engineer
Salem, Oregon

Dear Mr. DeFrance:

Herewith a 100' = 1" Plan and Profile of the recommended water pipe line at Austin Maintenance Headquarters.

Also enclosed is a small sketch made up by Mr. Bangert, showing three different methods that have been studied by this office. We have abandoned case No. 2 and 3; upon hearing that the Forest Department plans to log the drainage area of Clear Creek.

Case No. 1, which taps the spring east of the station is the recommended water source. This envolves the construction of a 15,000 gallon reservoir at approximate elevation 4280.

Mr. Bangert has estimated this cost at approximately $11,500.

It is believed that, due to numerous small springs in the vicinity of the spring source, we can increase the present flow.

The other alternate would be to drill a well. However, Mr. Coffey does not know of a well in this particular vicinity; therefore, it would be pretty hard to estimate to what depth we would have to go to get a water supply.

Please advise if further data is needed.

Very truly yours,

A. F. Parson
Division Engineer

AFP:gb

FORM E-50 25M 9-51 62310

# OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

La Grande, Oregon
May 4, 1954

SUBJECT:

To: Mr. A. F. Parson
Division Engineer
Oregon State Highway Department
La Grande, Oregon

Dear Sir:

Inclosed please find water flow data and approximate costs of three types of installations for the water system at Austin Maintenance Headquarters. This material was secured from Mr. Smith, Forest Ranger at Austin.

This data was worked up by a Forest Service Engineer and was submitted to the Forest Service office in Portland. Mr. Smith also stated he had a verbal agreement from the Portland office that they would cooperate with the State on any installation that was decided upon.

We will work up a survey within a short time so that our buildings can be tied in to the overall installation and an estimate made as to cost.

Yours Respectfully,

J. B. Bangert
Bridge Superintendent

CONCLUDING REPORT SHOWING THREE POSSIBLE INSTALLATION OF THE WATER SUPPLY SYSTEM AT THE AUSTIN MAINTENANCE STATION.

Possible Installation Case # 2

Replace 3325' of 1½" line from Ranger Station up Clear Creek to inlet with 3" line. This will deliver fifty gallon per minute at pressure of 25 pounds per square inch, whereas the present 1½" line gives ten gallon per minute at 8 pounds per square inch.

Estimate of Costs

| | | |
|---|---|---|
| 3325' of 3" pipe | $ | 3092.00 |
| Laying pipe @ .50 | | 1662.00 |
| Freight 26,600 # @ 1.08 cwt. | | 287.00 |
| Intake Structure | | 400.00 |
| Chlorination Plant | | 350.00 |
| Contingencies | | 579.00 |
| Total | $ | 6370.00 |

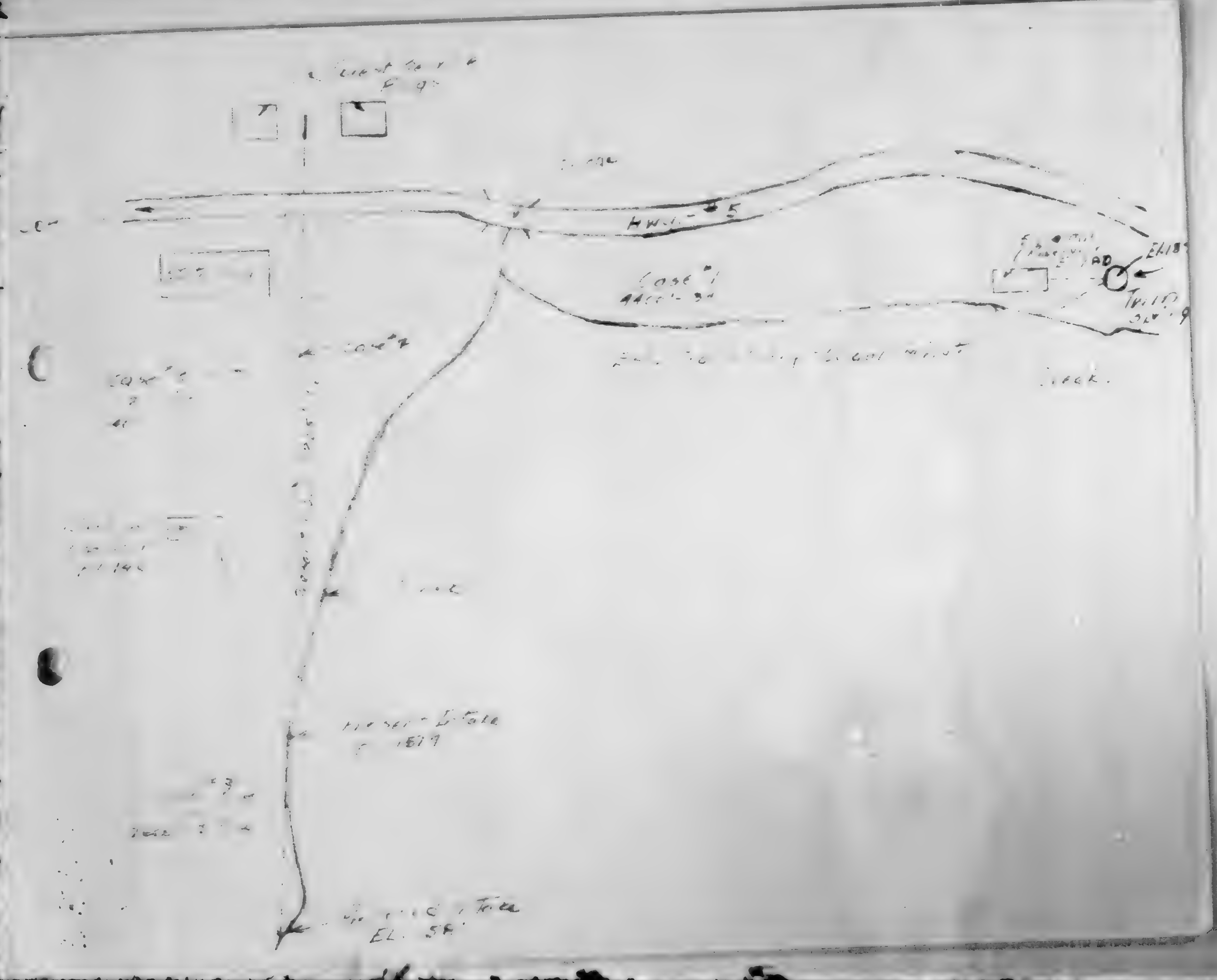
---

Possible Installation Case # 3.

Construct 15,000 gallon reservoir on high ground 1400' south of station with 3" pipe under forty-six ft. head. At the station this will deliver 80 gallon per minute at 20 pounds per square inch. In locating the source of supply for reservoir, estimated at 8 gallon per minute, it will be necessary to run approximately 2600 feet beyond reservoir with 2" pipe which should have a head of 12'.

Estimated Costs.

| | | |
|---|---|---|
| Reservoir, same as Case # 1 | $ | 4188.00 |
| 1400' 3" pipe @ .93 | | 1302.00 |
| 2600' 2" pipe .45 | | 1170.00 |
| Laying Pipe 4000' @ .50 | | 2000.00 |
| Freight 21,000# @ 1.08 | | 227.00 |
| Intake Structure | | 400.00 |
| Chlorination Plant | | 350.00 |
| Contingencies | | 959.00 |
| Total | | 10546.00 |


HWY - #5
Case #1
AD
EL 18
Case #2
EL. 58'

20-1613 Tiernan-Mapleton Guardrail Project 1956

4732

A

W. C. Williams

October 2nd, 1956
20-1613
4732

# FINAL COST ANALYSIS
Guard Rail
Vern Hoaglin, Contractor
J. F. Putnam, Resident Engineer

Tiernan-Mapleton Section
Contract #4732

Siuslaw Highway
Prefix 20-1613

| Item | Quantity | Unit | Unit Bid | Unit Cost | Total Cost | Gross Revenue |
|---|---|---|---|---|---|---|
| Metal Guard Rail | 2,162.5 | Lin. Ft. | $2.21 | $2.556 | $5,528.57 | $4,779.13 |
| Force Account No. 1 (Flagging - State Portion) | | | | | ——— | 210.42 |
| | | | | | $5,528.57 | $4,989.55 |

| | |
|---|---|
| Gross Revenue | $4,989.55 |
| Total Cost | 5,528.57 |
| Net Loss | $ 539.02 |

Net Loss Equals 9.75% of Total Cost

NOTED
W. C. WILLIAMS

RECEIVED
OCT 8 1956
OFFICE OF
STATE HIGHWAY ENGINEER

# Detail of Cost

| | | |
|---|---|---|
| Labor: | | |
| Labor and Supervision | $1,009.80 | |
| Labor Insurance | 78.04 | |
| Health and Welfare | 40.80 | |
| | | $1,128.64 |
| Materials: | | |
| Posts (Wood) | $1,342.50 | |
| Rails (Steel and Bolts) | 1,965.36 | |
| Paint | 93.75 | |
| | | $3,401.61 |
| Equipment Rental & Misc. Supplies: | | |
| Equipment Rental, Owned | $ 188.84 | |
| " " , Hired | 378.00 | |
| Small Tools | 15.00 | |
| Freight | 35.00 | |
| Home Office & General Overhead | 180.00 | |
| Bond | 34.50 | |
| P.L. & P.D. Insurance | 11.48 | |
| Gas, Oil & Grease | 148.00 | |
| Powder | 7.50 | |
| | | 999.22 |
| Total Cost . . . . . . . . . . . . . . . . . . . . . . . | | $5,528.57 |

Remarks:

This was a "State Project" calling for the construction of 2,162.5 lineal feet of metal guard rail on the Siuslaw Highway between Tiernan and Mapleton in Lane County.

This project was bid and awarded June 5th, 1956. Work started July 2nd and was completed July 20th, 1956.

The contractor moved in July 2nd and started digging post holes using the following equipment: one 12-inch auger mounted on a 2½-ton flatbed truck, one 3/4-ton International truck for hauling miscellaneous tools and supplies.

Very good progress was made for the first 375 feet, then rocky formation was encountered. The contractor found it necessary to rent an air compressor with hammers and drills to shoot the post holes. This procedure was necessary for a distance of 600 to 700 feet. After that production was back to normal.

The contractor did not look over the job before bidding. Had he done so, I am sure that his bid would have been higher, which in turn would have reduced his loss or would have shown a profit.

M. N. Juve
Chief Cost Analyst

By . . Gordon Hansen

[illegible] A

20-1612
4732

OREGON STATE HIGHWAY DEPARTMENT
(date)
September 18, 1956

| (CONTRACT NO.) | (EST. NO.) | (CONTRACTOR) | |
|---|---|---|---|
| 4732 | 2-Final | Vern Hoaglin | |
| **(VOUCHER NO.)** | **(WARRANT NO.)** | **(AMOUNT)** | **(DATE)** |
| 20123 | H-161214 | $ 3,398.35 | 9/18/56 |

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

Ruth Rawlings
ACCOUNTING DIVISION

---

Specified completion Date: Aug. 31, 1956

Time Extensions: None

Completion Date: July 21, 1956

Date Accepted: Aug. 16, 1956

Penalties: None of record

Claims: None of record

Remarks:

---

Date: 9-20-56

To the Accounting Division:

Release of the above warrant is hereby authorized

H. B. Glaisyer
Secretary

Warrant Mailed: SEP 21 1956

Ruth Rawlings

[illegible]

RECEIVED
SEP 11 1956
FOR FILING

[illegible]

4732

September 10, 1956

CERTIFIED MAIL

American Surety Company of New York
David A. Lewis, Assistant Manager
725 Yeon Bldg.
Portland 4, Oregon

Dear Sir:

State Highway Contract No. 4732 for constructing a guard rail on the Tiernan-Mapleton Section of the Siuslaw Highway in Lane County was completed by the contractor, Vern Hoaglin, on July 21, 1956 and was formally accepted by the Highway Commission on August 16, 1956.

Final payment in the amount of $3,398.35 will be released to the contractor on or after September 20, 1956. The total contract amount is $4,989.55, of which amount $210.42 represents force account items.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: American Surety Company of New York
R. E. Morehead, Agent
600 Yeon Bldg.
Portland, Oregon

NOTED ON CARD

Form E-1—10M—10-55

GON STATE HIGHWAY DEPARTM T

20-1613
4732

# Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending July 28, 19 56

Section Tiernan-Mapleton

Highway Siuslaw

Contractor Vern Hoaglin

Date of contract June 5, 19 56

Date work started July 2, 19 56

Project authorization $ $5,718.38

Exclusive of Engineering $ 5,311.74

Kind of work Guard Rail

Section prefix 20-1613

Contract number 4732

Date of completion August 31, 19 56

Estimated date of completion July 21, 19 56

Per cent of time elapsed 53.4 %

Estimated cost of completed project, exclusive of engineering $ 5,391.93

~~Estimated~~ per cent ~~overrun~~ or underrun 6.0 %

Per cent of contract completed, based on total contract price 100 %

Engineering authorization $ 406.64

Engineering cost to date $ 401.36, 98.7%

Date project was completed July 21, 1956

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

The Contractor finished painting the guard rail last Saturday.

The job was inspected Monday and found to be completed satisfactorily.

Noted
M. N. Juve

RECEIVED
JUL 30 1956
OFFICE OF
CONSTRUCTION ENGINEER

NOTED
W. [illegible]

NOTED
L. H. Young

NOTED
C. E. PAULSEN

NOTED
V. D. WOLFE

NOTED
R. D. ASBURRY

Signed

Address 2191 E. 15th. St. Eugene, Oregon

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

State Printing 69712

| | GRADING | SURFACING | MAI ANCE MATERIALS | OIL AND BITUMINOUS MACADAM | PAVING |
|---|---|---|---|---|---|
| Miles in project | 0.44 | | | | |
| Miles partially completed | | | | | |
| Miles completed | 0.44 | | | | |
| Total estimated quantities (contract) | 2300 Lin. Ft. | | | | |
| Total quantities corrected to date | 2162½ Lin. Ft. | | | | |
| Estimated quantities moved or placed to date | 2162½ Lin. Ft. | | | | |
| Average daily quantities | | | | | |
| Average daily quantities necessary to complete project on time | | | | | |
| Number shifts per day | | | | | |
| Hours per shift | | | | | |
| Average force on project for week | 0 | | | | |

Men

Supervision

Men and trucks under 3 tons

Men and trucks over 3 tons

Men and tractors

Equipment used during week: Shovels .........., Power graders .........., Rollers.........., Mixers .........., Crushing or screening plants ..........

Compressors .........., Bulldozers .........., Compaction rollers .........., . . . . .........., . . . . .........., . . . . ..........

| | WEATHER | HRS. DELAY | CAUSE OF DELAY |
|---|---|---|---|
| Sunday | | | |
| Monday | Fair | | |
| Tuesday | " | | |
| Wednesday | " | | |
| Thursday | " | | |
| Friday | " | | |
| Saturday | | | |

8

RECEIVED
JUN 29 1956
FOR FILING

[illegible]

4732

June 28, 1956

Mr. Vern Hoaglin
Beaverton, Oregon

Dear Sir:

We enclose herewith for your files a fully executed copy of contract No. 4732, which was awarded to you on June 5 by the State Highway Commission, covering guard rail construction on the Tiernan-Mapleton Section of the Siuslaw Highway in Lane County.

A copy of this contract is also being sent to the surety on your performance bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encl.

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JUN 6 - 1956
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[illegible]

4732

June 6, 1956

Mr. Vern Hoaglin
446 Bertha-Beaverton Highway
Beaverton, Oregon

Dear Mr. Hoaglin:

The State Highway Commission on June 5, 1956 awarded to you State Highway Contract No. 4732 for the Tiernan-Mapleton Guardrail Project on the Siuslaw Highway in Lane County.

This award was based on your bid of $5,083.00, which was the low bid submitted to the Commission on that day for this project. Contract forms will be sent to you for execution within the next few days.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

blm
cc: Forrest Cooper
S. H. Probert
R. G. Savage, SIAC

20-3333 Jessie M. Honeyman State Park 1956
Overnight Camping Area
4733

20-3333

OREGON STATE HIGHWAY DEPARTMENT
(date)
January 14, 1957

| (CONTRACT NO.) 4733 | (EST. NO.) | (CONTRACT0R) |
|---|---|---|
| 4733 | 5 Final | Schrader Construction Co. |

| (VOUCHER NO.) | (WARRANT NO.) | (AMOUNT) | (DATE) |
|---|---|---|---|
| 197 | H170293 | $ 1,028.40 | Jan. 14, 1957 |

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

F. Cole
ACCOUNTING DIVISION

---

Specified completion Date: Nov. 30, 1956

Time Extensions: None

Completion Date: Nov. 30, 1956

Date Accepted: Dec. 17, 1956

Penalties: None of record

Claims: None of record

Remarks:

---

Date: 1-15-57

To the Accounting Division:

Release of the above warrant is hereby authorized

H. B. Glaisyer
Secretary

Warrant Mailed: JAN 15 1957

NOTED ON CARD

RECEIVED
JAN 3 - 1957

FOR FILING
20-[illegible]

4733

January 3, 1957

CERTIFIED MAIL

Standard Accident Insurance Co.
Detroit 32
Michigan

Gentlemen:

State Highway Contract No. 4733 for work performed on the Jessie M. Honeyman State Park Extension in Lane County was completed by the contractor, Schrader Construction Co., on November 30, 1956 and was formally accepted by the Highway Commission on December 17, 1956.

Final payment in the amount of $1,028.40 will be released to the contractor on or after January 14, 1957. The total contract amount is $32,374.50 and no force account work was performed on the project.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Standard Accident Insurance Co.
Paul C. Asher, Agent
3022 East Burnside
Portland, Oregon

NOTED ON CARD
g

RECEIVED
NOV 27 1956
FOR FILING

[illegible]

4733

November 27, 1956

CERTIFIED MAIL

Standard Accident Insurance Co.
Detroit 32
Michigan

Gentlemen:

The State Highway Commission is prepared to release semi-final payment to Schrader Construction Co. in connection with contract No. 4733, covering extension of overnight camping area at Jessie M. Honeyman State Park in Lane County. This payment in the amount of $3,083.98 will be released to the contractor on or after December 7, 1956. The retained percentage is $990.15.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

Very truly yours

H. B. Glaisyer, Secretary
OREGON STATE HIGHWAY COMMISSION

By

Assistant Secretary

gl

cc: Standard Accident Insurance Co.
Paul C. Asher, Agent
3022 East Burnside
Portland, Oregon

NOTED ON CARD

A

Form E-1—10M—6-56

OREGON STATE HIGHWAY DEPARTMENT

20-3333

# Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending October 13, 1956

Section Jessie M. Honeyman State Park

Kind of work Extension, overnight camping

Highway Oregon Coast

Section prefix 20-3333

Contractor R. A. Schrader

Contract number 4733

Date of contract July 5, 1956

Date of completion November 30, 1956

Date work started July 17, 1956

Estimated date of completion Novemb r 30, 1956

Project authorization . . . . . $37,276.88

Exclusive of Engineering . . . . $34,626.08

Per cent of time elapsed 72 %

Estimated cost of completed project, exclusive of engineering . . . . . . . . . . . $34,626.08

Estimated per cent overrun or underrun . . . . . . . . . . . none %

Per cent of contract completed, based on total contract price . . . . . . . . . . . 90 %

Engineering authorization . . . . $2,650.80

Engineering cost to date $1,500, 58 %

Date project was completed ........, 19....

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

No grading activity this week.

Noted
M. N. Juve

NOTED
L. H. Young

NOTED
C. E. PAULS

Signed John L. Gunter

Address Box 496, North Bend, Oregon

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

State Printing 96683

|  | GRADING | SURFACING | MAINTENANCE MATERIALS | OIL AND BITUMINOUS MACADAM | PAVING |
|---|---|---|---|---|---|
| Miles in project |  |  |  |  |  |
| Miles partially completed |  |  |  |  |  |
| Miles completed |  |  |  |  |  |
| Total estimated quantities (contract) | 3,000 | 580 | none | none | none |
| Total quantities corrected to date | 2,750 | 574 |  |  |  |
| Estimated quantities moved or placed to date | 2,750 | 574 |  |  |  |
| Average daily quantities | 0 | 0 |  |  |  |
| Average daily quantities necessary to complete project on time | 0 |  |  |  |  |
| Number shifts per day | [illegible] |  |  |  |  |
| Hours per shift | 0 |  |  |  |  |
| Average force on project for week | 0 |  |  |  |  |

Men 0

Supervision 0

Men and trucks under 3 tons

Men and trucks over 3 tons

Men and tractors

Equipment used during week: Shovels ........, Power graders ........, Rollers ........, Mixers ........, Crushing or screening plants ........

Compressors ........, Bulldozers ........, Compaction rollers ........, . . . . ........, . . . . ........, . . . . ........

|  | WEATHER | HRS. DELAY | CAUSE OF DELAY |
|---|---|---|---|
| Sunday | Fair |  |  |
| Monday | " |  |  |
| Tuesday | " |  |  |
| Wednesday | Rain |  |  |
| Thursday | Showers |  |  |
| Friday | " |  |  |
| Saturday | " |  |  |

RECEIVED
JUN 29 1956
FOR FILING

| |
|---|
| [illegible] |
| |
| 4722 |

June 28, 1956

Schrader Construction Co.
3030 S.E. Hawthorne Blvd.
Portland, Oregon

Gentlemen:

We enclose herewith two fully executed copies of contracts awarded by the State Highway Commission, as follows:

Contract No. 4722, covering extension of overnight camping area at Cape Lookout State Park in Tillamook County.

Contract No. 4733, covering extension of overnight camping area at Jessie M. Honeyman State Park on the Oregon Coast Highway in Lane County.

We are also sending a copy of each contract to the surety on your performance bonds.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encls.

RECEIVED
JUN 6 - 1956
FOR FILING

[illegible]

[illegible]

June 6, 1956

Schrader Construction Co.
3030 S. E. Hawthorne
Portland, Oregon

Gentlemen:

The State Highway Commission on June 5, 1956 awarded to you State Highway Contract No. 4733 for the extension of overnight camping area in Jessie M. Honeyman State Park in Lane County.

This award was based on your bid of $33,005.00, which was the low bid submitted to the Commission on that day for this project. Contract forms will be sent to you for execution within the next few days.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

blm
cc: Forrest Cooper
S. H. Probert
R. G. Savage, SLAC
P. M. Stephenson
C. H. Armstrong

26-1072 Fairview-Sundial Sec. 1956

4734

RECEIVED
JAN 18 1957
FOR FILING

NOTED
W. C. WILLIAMS

Fairview-Sundial
Contract #4[illegible]

26-1072

January 15, 1957

## FINAL COST ANALYSIS

T. H. Banfield Expressway
Prefix No. 26-1072

Median Drainage
Perkin Bros., Contractors
E. S. Hunter, Resident Engineer

4734

| Item | Quantity | Unit | Unit Bid | Unit Cost | Total Cost | Gross Revenue |
|---|---|---|---|---|---|---|
| Drainage Excav. Unclass. | 976.65 | C.Y. | 2.70 | 2.07 | 2,021.76 | 2,636.96 |
| 6" perf. Metal drain pipe, coated | 4,804 | L.F. | 1.25 | 1.09 | 5,220.19 | 6,005.00 |
| Special backfill in drains | 852.75 | C.Y. | 3.65 | 2.08 | 1,772.21 | 3,112.54 |
| Conc. catch basins | 10 | each | 65.00 | 34.26 | 342.60 | 650.00 |
| | | | | | $9,376.76 | $12,404.50 |

| | |
|---|---|
| Gross Revenue | $12,404.50 |
| Total Cost | 9,379.76 |
| Net Profit | $3,024.74 |

Net Profit equals 24.4% Gross Revenue

RECEIVED
JAN 17 1957
OFFICE OF
[illegible] ENGINEER

## DETAIL OF COST on Contract #4734

|  |  |  |  |  |  |  |
|---|---|---|---|---|---|---|
| Labor: |  |  |  |  |  |  |
| Labor |  |  |  | $1,799.58 |  |  |
| Labor Insurance |  |  |  | 171.16 | $1,882.74 |  |
| Equipment Rentals & Misc. Supplies: |  |  |  |  |  |  |
| Equipment Rental (owned) |  |  |  | 1,007.00 |  |  |
| Equipment Rental (Rented) |  |  |  | 90.63 |  |  |
| Gas, Oil & Grease |  |  |  | 340.00 |  |  |
| Move |  |  |  | 72.00 |  |  |
| Bond |  |  |  | 118.12 |  |  |
| P.L. & P.D. |  |  |  | 17.43 |  |  |
| Misc. small tools |  |  |  | 230.00 |  |  |
| Overhead & Home Office |  |  |  | 600.00 |  |  |
|  |  |  |  |  | 2,475.18 |  |
| Materials: |  |  |  |  |  |  |
| Backfill material | 852.75 | C.Y. | 0.86 | 738.72 |  |  |
| 6" perf. Metal drain pipe | 4804 | L.F. | .75 | 3,603.00 |  |  |
| 6" perf. Metal drain pipe | 278 | each | .92 | 255.56 |  |  |
| Concrete | 10 | C.Y. | 13.88 | 138.86 |  |  |
| Catch Basin Grates | 10 | each | 18.50 | 185.00 |  |  |
|  |  |  |  |  | 4,921.14 |  |
|  |  |  |  |  |  | $9,379.76 |

Remarks:

This was a "State Project' calling for construction of approximately 5,000 lineal feet of median drains, involving 10 catch basins and approximately 5,000 linear feet of 6-inch perferated metal drain pipe. Located on T. H. Banfield Expressway, beginning at Fairview which is Sta. 680+00 and to Sundial which is Sta. 728+50.

Bid was opened June 5, 1956 and awarded, work began June 21, 1956 and was completed by contractor Aug. 3, 1956.

Contractor started work June 21, 1956 with a 3/8 cu. yd. backhoe mounted on a D-4 caterpillar. Work progressed very steady with one major break down. A few large boulders were drilled and shot.

Equipment used on project: D-4 with Backhoe, 2 dump trucks, compressor with jack hammer, blade and misc. small tools.

Good supervision, mostly all excavation was done in fill materials, and a price of .86 per cu. yd. for backfill materials from Troutdale Sand and Gravel contributed to a good profit.

M. N. Juve
Chief Cost Analyst

By

H. R. Sturgis

RECEIVED
OCT 29 1956
~~FOR FILING~~
26-[illegible]

4734

OREGON STATE HIGHWAY DEPARTMENT
(date)
October 24, 1956

| (CONTRACT NO.) | (EST. NO.) | (CONTRACTOR) | |
|---|---|---|---|
| 4734 | 4-Final | Perkins Bros. | |
| **(VOUCHER NO.)** | **(WARRANT NO.)** | **(AMOUNT)** | **(DATE)** |
| 22749 | H-163910 | $ 376.12 | 10/24/56 |

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

Ruth Rawlings
ACCOUNTING DIVISION

---

Specified completion Date: Aug. 15, 1956

Time Extensions: None

Completion Date: Aug. 3, 1956

Date Accepted: Aug. 16, 1956

Penalties: None of record

Claims: None of record

Remarks:

---

Date: 10-26-56

To the Accounting Division:

Release of the above warrant is hereby authorized

H. B. Glaisyer
Secretary
By Lloyd Query
Assistant Secretary

Warrant Mailed: OCT 26 1956
Ruth Rawlings

NOTED ON CARD

RECEIVED
OCT 17 1956
FOR FILING

4734

October 16, 1956

**CERTIFIED MAIL**

Glens Falls Insurance Co.
Pacific Coast Department
Mills Tower
San Francisco 4, Calif.

Gentlemen:

State Highway Contract No. 4734 for median drainage on the Fairview-Sundial Section of the T.H. Banfield Expressway in Multnomah County was completed by the contractor, Perkins Bros., on August 3 and was formally accepted by the Highway Commission on August 16, 1956.

Final payment in the amount of $376.12 will be released to the contractor on or after October 26, 1956. The total contract amount is $12,404.50 and no force account work was performed on the project.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Amerata & Schram
520 Mead Mead Bldg.
Portland 4, Oregon

NOTED ON CARD

RECEIVED
OCT 5 1956
FOR FILING

56-872

4734

October 5, 1956

CERTIFIED MAIL

Glens Falls Insurance Co.
Pacific Coast Department
Mills Tower
San Francisco 4, Calif.

Gentlemen:

The State Highway Commission is prepared to release semi-final payment to Perkins Bros. on contract No. 4734, for median drainage on the Fairview-Sundial Section of T.H. Banfield Expressway in Multnomah County. This payment, in the amount of $2,339.78, will be released to the contractor on or after October 15, 1956. The retained percentage is $500.00.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Amerata & Schrem
520 Mead Bldg.
Portland 4, Oregon

NOTED ON CARD

Form E-1—10M—1-56

O GON STATE HIGHWAY DEPARTM T

26-1072
4734

# Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending August 4, 1956

Section Fairview - Sundial Drainage
Kind of work Drainage
Highway T.H. Banfield Expressway
Section prefix 26-1072
Contractor Perkins Bros.
Contract number 4734
Date of contract 6-5-56, 19
Date of completion 8-15-56, 19
Date work started 6-21-56, 19
Estimated date of completion 8-15-56, 19
Project authorization $13,851.00
Exclusive of Engineering $12,866.04
Per cent of time elapsed %
Estimated cost of completed project, exclusive of engineering $12,866.04
Estimated per cent overrun or underrun None %
Per cent of contract completed, based on total contract price 99 %
Engineering authorization $984.96
Engineering cost to date $900.00, 91 %
Date project was completed Aug 3, 1956

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Contract now completed except for clean up of ditch area throughout the project and the cutting off of pipe in two catch basins.

NOTED
L. H. Young

Noted
M. N. Juve

NOTED
TOM EDWARDS

RECEIVED

NOTED
R. D. ASBURRY

Signed James Dow
Address Portland, Oregon

NOTED
V. O. WOLFE

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

State Printing 93073

| | Drainpipe | Backfill | MAINTENANCE MATERIALS | OIL AND BITUMINOUS MACADAM | PAVING |
|---|---|---|---|---|---|
| Miles in project | 0.92 | | | | |
| Miles partially completed | 0.8 | | | | |
| Miles completed | | | | | |
| Total estimated quantities (contract) | 5,000 | 680 | | | |
| Total quantities corrected to date | 5,000 | 600 | | | |
| Estimated quantities moved or placed to date | 5,000 | 600 | | | |
| Average daily quantities | | | | | |
| Average daily quantities necessary to complete project on time | | | | | |
| Number shifts per day | 1 | | | | |
| Hours per shift | 8 | | | | |
| Average force on project for week | 8 | | | | |

| | |
|---|---|
| Men | 4 |
| Supervision | 1 |
| Men and trucks under 3 tons | 1 |
| Men and trucks over 3 tons | 1 |
| Men and tractors | 1 |

Equipment used during week: Shovels .........., Power graders .........., Rollers .........., Mixers .........., Crushing or screening plants ..........

Compressors .........., Bulldozers .........., Compaction rollers .........., . . . . .........., . . . . .........., . . . . ..........

| | WEATHER | HRS. DELAY | CAUSE OF DELAY |
|---|---|---|---|
| Sunday | | | |
| Monday | Fair | | |
| Tuesday | " | | |
| Wednesday | Rain | | |
| Thursday | " | | |
| Friday | " | | |
| Saturday | | | |

RECEIVED
JUL 5 1956
FOR FILING

21 [illegible]

4734

July 3, 1956

Perkins Bros.
10324 Northeast Halsey Street
Portland 20, Oregon

Gentlemen:

We enclose herewith a fully executed copy of Contract No. 4734 which was awarded to you June 5, 1956, by the State Highway Commission, covering FAIRVIEW-SUNDIAL in Multnomah County. This copy is for your files.

A copy of this contract is also being sent to the surety on your performance bond.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

PP
Enclosure

RECEIVED
JUN 7 - 1956
FOR FILING

26-1022

4734

June 6, 1956

Perkins Bros.
8535 S. E. Stark
Portland 16, Oregon

Gentlemen:

The State Highway Commission on June 5, 1956 awarded to you State Highway Contract No. 4734 for drainage on the Fairview-Sundial Section of the T. H. Banfield Expressway east of Portland in Multnomah County.

This award was based on your bid of $11,812.00, which was the low bid submitted to the Commission on that day for this project. Contract forms will be sent to you for execution within the next few days.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

hlm

cc: Forrest Cooper
S. H. Probert
R. G. Savage, SIAC

UI-323(17)   Grand Ave.   1956

#4735

RECEIVED
MAR [illegible] 1958
FOR FILING

File

OREGON STATE HIGHWAY DEPARTMENT
(date)
March 10, 1958

| | | | |
|---|---|---|---|
| (CONTRACT NO.) | (EST. NO.) | (CONTRACTOR) | |
| 4735 4735 | 11 Final | Birkemeier Construction Co. | |
| (VOUCHER NO.) | (WARRANT NO.) | (AMOUNT) | (DATE) |
| 4309 | H206223 | $ 5,156.60 | 3-10-58 |

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

Gertrude Chapweske
ACCOUNTING DIVISION

---

Specified completion date: June 30, 1957

Time Extensions: Nov. 27, 1957

Completion Date: Nov. 27, 1957

Date Accepted: Jan. 16, 1958

Penalties: None of record

Claims: None of record

Remarks:

---

Date: Mar. 10, 1958

To the Accounting Division:

Release of the above warrant is hereby authorized

H B Glaisyer
H. B. Glaisyer
Secretary

Warrant Mailed: MAR 11 1958
GRW.

NOTED ON CARD
em

RECEIVED
FEB 21 1958

FOR FILING
[illegible]

4735

Feb. 21, 1958

CERTIFIED MAIL

United Pacific Insurance Co.
Fidelity & Surety Dept.
Medical Arts Bldg.
Tacoma 1, Wash.

Gentlemen:

State Highway Contract No. 4735, for structures on the Union Ave.-42nd Ave. (Grand Avenue) Section of the Banfield Expressway in Multnomah County was completed by the contractor, Birkemeier Construction Co., on Nov. 27, 1957, and was formally accepted by the Highway Commission on Jan. 16, 1958.

Final payment in the amount of $5,156.60 will be released to the contractor on or after Mar. 3, 1958. The total contract amount is $171,650.75, of which amount $2,564.23 represents force account items.

The State is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the States assumes no responsibility for such claims should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

cm
cc: United Pacific Insurance Co.
Portland Branch Office
223 Board of Trade Bldg.
Portland 4, Oregon

NOTED ON CARD
cm

RECEIVED
JAN 23 1958
FOR FILING
[illegible]

4735

Jan. 22, 1958

~~CERTIFIED MAIL~~

United Pacific Insurance Co.
Fidelity & Surety Dept.
Medical Arts. Bldg.
Tacoma 1, Wash.

Gentlemen:

The State Highway Commission is prepared to release semi-final payment to Birkemeier Construction Company in connection with Contract No. 4735, for structures on the Union Ave.-42nd Ave. (Grand Avenue) Section of the Banfield Expressway in Multnomah County. This payment, in the amount of $4,815.30, will be released to the contractor on or after Feb. 1, 1958. The retained percentage is $5,149.30.

The State is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the State assumes no responsibility for such claims should there be any.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

em

cc: United Pacific Insurance Co.
Portland Branch Office
223 Board of Trade Bldg.
Portland 4, Oregon

NOTED ON CARD
em

FORM E-120

COMMISSIONERS
CHAS. H. REYNOLDS, CHAIRMAN
LA GRANDE
M. K. McIVER, MEMBER
PORTLAND
ROBERT B. CHESSMAN, MEMBER
ASTORIA
H. B. GLAISYER, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

W. C. WILLIAMS
STATE HIGHWAY ENGINEER
FORREST COOPER
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
COUNSEL

Jan. 20, 1958

4735

Birkemeier Construction Co.
14511 S. E. River Road
Milwaukie, Oregon

Gentlemen:

The State Highway Commission at its meeting held on Jan. 16 had under discussion your request for an extension of time from June 30, 1957, to Nov. 27, 1957, within which to complete your contract No. 4735, for structures on the Union Ave.-42nd Ave. (Grand Avenue) Section of the Banfield Expressway in Multnomah County.

We are pleased to inform you that the State Highway Commission granted your request. The Commission's action was based upon the recommendation of the State Highway Engineer, whose report on the subject considered but did not necessarily adopt any of the reasons given by you for failure to complete the project within the specified time limit.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

em

Ivan Merchant
cc: ~~P. M. Stephenson~~
A. G. Skelton
L. R. Allen

NOTED ON CARD
om

RECEIVED
JAN 6 - 1958

FOR FILING
11-323(17)

4735

December 30, 1957

Request for extension
of time
No. 2
January 16 and 17, 1958
meeting

Oregon State Highway Commission

Gentlemen:

Re: Grand Avenue Structures
on the Banfield Expressway
Contract No. 4735

The Birkemeier Construction Company, contractors on the Grand Avenue structures on the Banfield Expressway in Multnomah County, have requested an extension of time from June 30, 1957 to November 27, 1957 the date of completion of the contract.

A steel strike during 1956 delayed delivery of structural steel. Also additional work was performed on this contract consisting of underpinning the piers of the old bridge.

As the reasons for the delay were beyond the control of the contractor it is requested that this extension of time be granted without penalty. Attached is the concurrence of the Bureau of Public Roads in this recommendation.

This contract does not carry the liquidated damage provision.

Very truly yours,

W. C. Williams
State Highway Engineer

FMR/mm

Attached

RECEIVED
DEC 20 1957
FOR FILING

[illegible]

[illegible]

Dec. 19, 1957

**CERTIFIED MAIL**

United Pacific Insurance Co.
Fidelity & Surety Dept.
Medical Arts Bldg.
Tacoma 1, Wash.

Gentlemen:

The State Highway Commission is prepared to release semi-final payment to Birkemeier Construction Company in connection with Contract No. 4735, for structures on the Union Ave.-42nd Ave. (Grand Avenue) Section of the Banfield Expressway in Multnomah County. This payment, in the amount of $4,968.19, will be released to the contractor on or after Dec. 30, 1957. The retained percentage is $5,000.38.

The State is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the State assumes no responsibility for such claims should there be any.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

cm

cc: United Pacific Insurance Co.
Portland Branch Office
223 Board of Trade Bldg.
Portland 4, Oregon

NOTED ON CARD

RECEIVED
AUG 16 1957
FOR FILING

August 16, 1957

Oregon State Highway Commission

Gentlemen:

Our connection of the Banfield Freeway to Grand Avenue and Union Avenue involved the rebuilding of the approach to the city bridge on Grand Avenue. This structure is in an area where the underlying soil is very unstable. The approach embankment carrying the Banfield Freeway has caused settlement of the bents supporting the Grand Avenue bridge and it has been necessary to do considerable work on the foundations not contemplated in the contract for this structure.

The original authorization for the project was [illegible]. We estimate that the additional unforeseen work will cost approximately [illegible]. It is recommended that the authorization on this project be increased in this amount to a total authorization of [illegible].

Very truly yours,

W. C. Williams
State Highway Engineer

cc Mr. G.S. Paxson
Mr. C. H. Maison
Mr. P. M. Stephenson

GSP:ga fn

RECEIVED
JUL 5 1956
FOR FILING

July 3, 1956

Birkemeier Construction Company
14511 Southeast River Road
Milwaukie, Oregon

Gentlemen:

We enclose herewith a fully executed copy of Contract No. 4735 which was awarded to you June 5, 1956, by the State Highway Commission, covering GRAND AVENUE STRUCTURES Bridges No. 7040 and 7040-A in Multnomah County. This copy is for your files.

A copy of this contract is also being sent to the surety on your performance bond.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

PP
Enclosure

RECEIVED
JUN 7 - 1956
FOR FILING

45-323/61

4735

June 6, 1956

Birkemeier Construction Co.
14511 S. E. River Rd.
Milwaukie 2, Oregon

Gentlemen:

The State Highway Commission on June 5, 1956 awarded to you State Highway Contract No. 4735 for construction of Grand Avenue structures on the Banfield Expressway in Portland in Multnomah County.

This award was based on your bid of $141,350.50, which was the low bid submitted to the Commission on that day for this project. Contract forms will be sent to you for execution within the next few days.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

blm
cc: Forrest Cooper
S. H. Probert
R. G. Savage, SIAC
P. M. Stephenson

File

RECEIVED
JUN 8 - 1956
FOR FILING

OREGON DISTRICT

UI 323(17)

4735

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

408 STATE HIGHWAY BLDG.
SALEM, OREGON

June 5, 1956

08-35

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

This is to advise of our prior verbal concurrence as of this date in award of Contract No. 4735 for Oregon Project UI-323(17), Grand Avenue Structures on the T. H. Banfield Expressway, to Birkemeier Construction Co. of Portland, Oregon, low bidder in the amount of $141,350.50 at the June 5, 1956 bid opening.

Very truly yours,

C. G. Polk

C. G. POLK
District Engineer

RECEIVED
JUN 7 1956
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
JUN 1 - 1956
FOR FILING
OREGON DISTRICT

UI 323 (17)

08-35

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

406 STATE HIGHWAY BLDG.
SALEM, OREGON

May 17, 1956

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

We have today approved the P.S. and E. documents for Oregon Project UI-323(17), Grand Avenue Undercrossing on the T. H. Banfield Expressway. This is to authorize your advertising for bids.

Concurrence in award of contract will be withheld pending notification that all rights-of-way or rights-of-entry have been acquired.

Very truly yours,

C. G. Polk
C. G. POLK
District Engineer

RECEIVED
JUN 1 1956
OREGON
STATE HIGHWAY COMMISSION

320-1707 Florence (Gallagher St.) 1956

4736

320-1707 Florence (Gallagher St.) 1956

4736

Form A-150—[illegible]—7-56

Harold C. Ayers

RECEIVED
FEB 15 1957

**INVOICE**

# Oregon State Highway Department

**SALEM, OREGON**

*Invoice No.* 49519

City of Florence
Florence, Oregon

Attention of Milo [illegible], City Recorder

NOTED

*Date* February [illegible], 1957

*Your Req. No.*

*Billing Request No.* [illegible]

*Credit distribution:* [illegible]

Advance Deposit [illegible]

Final Billing: City's share of total cost of Gallagher Street grading and paving project, Contract No. 1736, covered by agreement dated April 2, 1956.

Total Cost as per attached 17,032.72
Less Agreed State Share [illegible]

Amount Due from City [illegible]

To be Refunded $2,[illegible]7.28

For city's letter of 2-11-57 [illegible]
See 1958 application for project.

APPROVAL OF BILLING REQUEST
Request: $

State Printing [illegible]

By

Clarence G. Swenson
Acting Engr., County and City Relations

HCA:[illegible]
Att.

NOTED
JOHN D. [illegible]

NOTED
C. G. SWENSON

NOTED
Harold C. Ayers

February 13, 1957

NOTED
V. R. JONES

Mr. Nile B. Paull
City Recorder
Florence, Oregon

NOTED
J. F. HAG[illegible]

Dear Sir:

Final costs are now available on the Special City Allotment project on Gallagher Street in Florence and, as provided in the agreement between the state and city, a refund is now due the city.

As shown in the attached statement the final cost of the project was $17,032.72; the city's advance deposit was $4,080; and the state's share was $15,000. A refund of $2,047.28 will be forwarded to you within the next few days by our accounting division.

Very truly yours,

W. C. Williams
State Highway Engineer

By

Clarence G. Swenson
Acting Engr., County and City Relations

HCA:[illegible]
Att.

[illegible]
JOHN D [illegible]

NOTED
C. G. SWENSON

February 13, 1957

ITEMIZED STATEMENT OF FINAL COSTS

OREGON STATE HIGHWAY DEPARTMENT

FLORENCE Special City Allotment Project
Grading & Paving, Gallagher Street

Contract No. 4739

PAYMENTS TO CONTRACTOR

| Item | Quantity | | $ | Total |
|---|---|---|---|---|
| 1. General excavation | 1,459.6 | c.y. | $ 1.00 | $ 1,459.60 |
| 2. Coarse crushed material in base | 527 | c.y. | 5.00 | 2,635.00 |
| 3. 3/4"-0 material in base | 256 | c.y. | 5.00 | 1,280.00 |
| 4. Sprinkling | 18 | M. gal. | 5.00 | 90.00 |
| 5. Asphaltic concrete mixture | 683.665 | Tons | 12.50 | 8,545.81 |
| 6. 85-100 asphalt in mix | 43.36 | Tons | 36.00 | 1,560.96 |

| | |
|---|---|
| Subtotal, Contract Items.......... | $15,571.37 |
| Contract Engineering.............. | 1,291.69 |
| Survey............................ | 169.66 |
| Total Cost........................ | $17,032.72 |
| Agreed State Share................ | 15,000.00 |
| City's Share of Cost.............. | $ 2,032.72 |
| City's Advance Deposit............ | 4,080.00 |
| REFUND DUE CITY................... | $ 2,047.28 |

Date: 19 [illegible]

To the Accounting [illegible]

Release of the [illegible]

Warrant Mailed: [illegible]

ECA:

OREGON STATE HIGHWAY DEPARTMENT
(date)
December 10, 1956

| | | | |
|---|---|---|---|
| (CONTRACT NO.) | (EST. NO.) | (CONTRACTOR) | |
| 4736 | 2-Final | Umpqua River Navigation Co. | |
| (VOUCHER NO.) | (WARRANT NO.) | (AMOUNT) | (DATE) |
| 26249 | H-167402 | $ 500.00 | 12/10/56 |

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

Ruth Rawlings
ACCOUNTING DIVISION

---

Specified completion Date: Sept. 15, 1956

Time Extensions: to Oct. 15, 1956

Completion Date: Oct. 15, 1956

Date Accepted: Nov. 8, 1956

Penalties: None of record

Claims: None of record

Remarks:

---

Date: 12-11-56

To the Accounting Division:

Release of the above warrant is hereby authorized

H. B. Glaisyer
Secretary

Warrant Mailed: DEC 11 1956
Ruth Rawlings

[illegible]

FORM [illegible] REVISED [illegible]

COMMISSIONERS
BEN R. CHANDLER, CHAIRMAN
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE
M. K. McIVER, MEMBER
PORTLAND
H. B. GLAISYER
SECRETARY

OREGON
STATE HIGHWAY DEPARTMENT
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
W. C. WILLIAMS
1ST ASST. STATE HWY. ENGR.
W. W. STIFFLER
2ND ASST. STATE HWY. ENGR.
C. W. ENFIELD
CHIEF COUNSEL

RECEIVED
NOV 29 1956
FOR FILING
[illegible]
4736

November 28, 1956

Umpqua River Navigation Co.
255 North 1st St.
Reedsport, Oregon

Gentlemen:

The State Highway Commission at its meeting held on November 8, 1956 had under discussion your request for an extension of time from September 15, 1956 to October 15, 1956 within which to complete your contract No. 4736, covering grading and paving on the Florence (Gallagher Street) City Streets Section in Lane County.

We are pleased to inform you that the State Highway Commission granted your request. The Commission's action was based upon the recommendation of the State Highway Engineer, whose report on the subject considered but did not necessarily adopt any of the reasons given by you for failure to complete the project within the specified time limit.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: F. D. Morgan,
Division Engineer

John Gunter,
Resident Engineer

Tom Edwards,
Construction Engineer

RECEIVED
NOV 27 1956
FOR FILING
320-1707

4736

November 27, 1956

CERTIFIED MAIL

Rodgers Insurance Agency, Inc.
803 Title & Trust Bldg.
Portland 4, Oregon

Gentlemen:

State Highway Contract No. 4736 for work performed on the Florence (Gallagher Street) City Streets Section in Lane County was completed by the contractor, Umpqua River Navigation Co., on October 15, 1956 and was formally accepted by the Highway Commission on November 8, 1956.

Final payment in the amount of $500.00 will be released to the contractor on or after December 7, 1956. The total contract amount is $15,571.37 and no force account work was performed on the project.

The state is not advised of any unpaid claims for labor or materials, or of the existence fo any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor.

Very truly yours

H. B. Glaisyer, Secretary
OREGON STATE HIGHWAY COMMISSION

By

Assistant Secretary

gl

cc: Federal Insurance Co.
Bonding Department
320 California St.
San Francisco 4, Calif.

NOTED ON CARD

A

RECEIVED
NOV 5 1956
FOR FILING

320-1707

4736

November 2, 1956

CERTIFIED MAIL

Federal Insurance Company
Rodgers Insurance Agency, Inc.
803 Title & Trust Bldg.
Portland 4, Oregon

Gentlemen:

The State Highway Commission is prepared to release semi-final payment to Umpqua River Navigation Co. in connection with contract No. 4736, for grading and paving on the Florence (Gallagher Street) City Streets Section, Lane County. This payment, in the amount of $15,071.37, will be released to the contractor on or after November 12, 1956. The retained percentage is $500.00.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Federal Insurance Co.
Bonding Department
320 California St.
San Francisco 4, Calif.

NOTED ON CARD
gf

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OCT 30 1956
FOR FILING

[illegible]
[illegible]

October 30, 1956

Oregon State Highway Commission

Request for extension of time
No. 19
November 8 and 9 meeting

Gentlemen:

Herewith is a request from the Umpqua River Navigation Company for an extension of time on the Florence city street project, Contract No. 4736, from September 15, 1956 to October 15, 1956.

The contractor had two other State projects in this immediate vicinity of the same type as this one, and it was found advantageous to work all three projects at the same time. There was some inconvenience to the traveling public; however, the State suffered no additional expense, and I would recommend that the extension be granted without penalty.

Very truly yours,

W. C. Williams
State Highway Engineer

Attach.

cc Mr. Tom Edwards

EAP:of fn

Form E-1—1000—1-56

5

GON STATE HIGHWAY DEPAR T

# Field Engineer's Weekly Report

320-169

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending October 20, 1956

Section Florence (Gallagher St.)

Kind of work Grading & Paving

Highway City Street

Section prefix 320-1707

Contractor Umpqua River Navigation Co.

Contract number 4736

Date of contract June 7,1956, 1956

Date of completion September 15, 1956

Date work started August 10, 1956

Estimated date of completion October 19, 1956

Project authorization $18,632.25

Exclusive of Engineering $17,307.29

Per cent of time elapsed 135 %

Estimated cost of completed project, exclusive of engineering $15,200.00

Estimated per cent ~~overrun or~~ underrun 12 %

Per cent of contract completed, based on total contract price 100 %

Engineering authorization $1,324.96

Engineering cost to date $1200.00, 90 %

Date project was completed October 19, 1956

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Mr. L. R. Chandler was over project this week. This will be the last report as the Contractor has completed the project.

NOTED
FORREST COOPER

Noted
M. N. Juve

NOTED
C. E. PAULSEN

NOTED
D. J. BARBEE

NOTED
L. H. Young

RECEIVED
OCT 22 1956
OFFICE OF
CONSTRUCTION

Signed John L. Gunter

Address Box 796 North Bend, Oregon

NOTED
V. D. WOLFE

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

State Printing

| | GRADING | SURFACING | MAINTENANCE MATERIALS | OIL AND BITUMINOUS MACADAM | PAVING |
|---|---|---|---|---|---|
| Miles in project | 0.32 | 0.32 | none | none | 0.32 |
| Miles partially completed | | | | | |
| Miles completed | 0.32 | 0.32 | | | 0.32 |
| Total estimated quantities (contract) | 2,100 | 800 | | | 743 Ton |
| Total quantities corrected to date | 1,460 | 726 | | | 684 |
| Estimated quantities moved or placed to date | 1,460 | 726 | | | 684 |
| Average daily quantities | | | | | |
| Average daily quantities necessary to complete project on time | | | | | |
| Number shifts per day | | | | | none |
| Hours per shift | | | | | |
| Average force on project for week | | | | | |

Men none

Supervision

Men and trucks under 3 tons

Men and trucks over 3 tons

Men and tractors

Equipment used during week: Shovels ........., Power graders ........., Rollers ........., Mixers ........., Crushing or screening plants .........

Compressors ..........., Bulldozers ..........., Compaction rollers ..........., . . . . ..........., . . . . ..........., . . . . ..........

| | WEATHER | HRS. DELAY | CAUSE OF DELAY |
|---|---|---|---|
| Sunday | Fair | | |
| Monday | Cloudy | | |
| Tuesday | " | | |
| Wednesday | Rain | | |
| Thursday | " | | |
| Friday | Fair | | |
| Saturday | | | |

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JUL 18 1956
FOR FILING

| |
|---|
| 320-1707 |
| |
| 4736 |

July 17, 1956

Umpqua River Navigation Company
255 North 1st St.
Reedsport, Oregon

Gentlemen:

We enclose herewith for your files a fully executed copy of contract No. 4736, which was awarded to you by the State Highway Commission on June 7, for grading and paving on the Florence (Gallagher St.) City Street Section in Lane County.

We are also sending a copy of this contract to the surety on your performance bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encl.

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JUN 28 1956
FOR FILING

[illegible]

47[illegible]

June 7, 1956

Umpqua River Navigation Co.
Reedsport, Oregon

Gentlemen:

The State Highway Commission on June 5, 1956 accepted your proposal for grading and paving on the Florence (Gallagher St.) City Project, in Lane County, for the sum of $16,462.00 and referred it to the State Highway Engineer with authority to award the contract to you as soon as certain conditions had been fulfilled. This note is to inform you that such conditions have now been satisfied and that the State Highway Engineer today awarded you the contract in conformity with the Commission's authorization. This project has been assigned Contract No. 4736.

Contract forms are now being prepared in this office and will be mailed to you shortly for execution.

This confirms my wire to you of this date.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

blm
cc: Pac. Builder & Engineer, Inc.
2418 Third Ave.
Seattle 1, Washington

Att. Dorothy McCormack

R. G. Savage, SIAC
Forrest Cooper
S. H. Probert

NOTED
J. Mc C.

RECEIVED
JUN 2[illegible] 1956
FOR FILING

FORM [illegible]0-51—79484

OREGON STATE HIGHWAY DEPARTMENT

DOMESTIC SERVICE
Check the class of service desired; otherwise this message will be sent as a fast telegram
TELEGRAM ☐
DAY LETTER ☐
NIGHT LETTER ☐

$
S
E

# WESTERN UNION
## TELEGRAM

1206 (4-55)

W. P. MARSHALL, PRESIDENT

INTERNATIONAL SERVICE
Check the class of service desired; otherwise the message will be sent at the full rate
FULL RATE ☐
LETTER TELEGRAM ☐
SHORE-SHIP ☐

| NO. WDS.-CL. OF SVC. | PD. OR COLL. | CASH NO. | CHARGE TO THE ACCOUNT OF | TIME FILED |
|---|---|---|---|---|
| | | | | |

*Send the following message, subject to the terms on back hereof, which are hereby agreed to*

Salem, Oregon
June 7, 1956
2:30 p.m.

Umpqua River Navigation Co.
Reedsport, Oregon

Contract for grading and paving Florence (Gallagher St.) in Lane County for which you submitted low bid on June 5, 1956 awarded you today. Contract forms follow shortly.

H. B. Glaisyer, Secretary
OREGON STATE HIGHWAY COMM.

cc: Confirmation
Accounting (5003-900)
C. W. Head
Files

cc: G. S. Paxson
S. H. Probert

NOTED
G. S. PAXSON

RECEIVED
[illegible] 7 1956
OFFICE OF
STATE HIGHWAY ENGINEER

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JUN 21 1956
FOR FILING

FORM [illegible]

[illegible]

[illegible]

# OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
June 7, 1956

SUBJECT: Advance Deposit
City of Florence
Special City Allotment Project (1956)

To: Mr. C. H. Maison
OFFICE

Attached is City of Florence check in the amount of $4,080 which represents the city's share of the total estimated cost of the Special City Allotment project on Gallagher Street.

This project is now ready for award of a contract.

John D. Graham
John D. Graham
Office Engr., County & City Relations

JDG:mm
Att.

cc: G. S. Paxson ✓
S. H. Probert

NOTED
G. S. PAXSON

RECEIVED
JUN 7 1956
OFFICE OF
STATE HIGHWAY ENGINEER

June 6, 1956

NOTED
J. W. CATTRALL

Mr. Nile B. Paull
City Recorder
P. O. Box 338
Florence, Oregon

Dear Sir:

On June 5, 1956, the State Highway Commission received bids on the Gallagher Street grading and paving project in Florence. The low bid was submitted by Umpqua River Navigation Company and the revised estimate based on this bid is as follows:

| | |
|---|---|
| Contract Items | $16,462.00 |
| Flagging | 100.00 |
| Engineering & Contingencies | 2,070.25 |
| Survey | 450.00 |
| Total..... | $19,082.25 |

As per the agreement between the City and State, the City is to pay all costs in excess of $15,000 and is to make this payment by means of an advance deposit. If the City wishes to proceed with this project an advance deposit of $4,080.00 is required. Please make this deposit by means of a check made payable to the Oregon State Highway Commission.

Your immediate attention to this matter will be appreciated as a contract cannot be awarded until the deposit is in our hands.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

John W. Cattrall
Engineer, County and City Relations

HCA:mm

NOT
Harold C. Aye

April 30, 1956

Mr. Nile B. Paull
City Recorder
Florence, Oregon

NOTED
J. W. CATTRALL

Dear Sir:

On April 27, 1956, the State Highway Commission rejected the bid for the improvement of Gallagher Street as being too high.

This project will be readvertised, along with a proposed project for construction of climbing lanes at Glenada, for bids to be received at the June 4-5 meeting of the State Highway Commission at which time we anticipate a satisfactory bid.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

John W. Cattrall
Engineer, County and City Relations

HCA:mm

RECEIVED
APR 4 1956
FOR FILING

320-1707

4736

April 3, 1956

Mr. Nile B. Paull
City Recorder
City Hall
Florence, Oregon

Dear Sir:

We are enclosing herewith for the records and files of your City a fully executed copy of an agreement between the State Highway Commission and the City of Florence covering the Special City Allotment project on Gallagher Street in Florence.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

rn
Enc.

RECEIVED
APR 4 - 1956
FOR FILING

320-1207

4732

file

Salem, Oregon
April 3, 1956

$250,000 fund agreement (1956)
City of Florence

st fund
Sp St Tax #18

Mr. John W. Cattrall
City & County Relations Engineer
Office

Attached hereto is a conformed copy of an agreement with the City of Florence covering the Special City Allotment project on Gallagher Street in Florence.

A fully executed copy of the above agreement has been retained in this office for the Commission's files and one fully executed copy has been sent to the City Recorder, Florence, Oregon.

H. B. Glaisyer
Secretary

rn
Attach: 1

FORM E-30 25M 9-51 52318

**OREGON STATE HIGHWAY DEPARTMENT**

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
March 28, 1956

SUBJECT: $250,000 fund agreement (1956),
Cities of Florence and Rockaway

To: Mr. W. C. Williams

REFERRED TO
Glaisyer
BY DEPUTY STATE HIGHWAY ENGINEER

NOTED
W. C. WILLIAMS

Herewith two agreements covering projects in Florence and Rockaway on the Special City Allotment of $250,000.

The project in ~~Rockaway~~ Florence was set up at an estimated cost of $14,300 in the program approved by the Highway Commission. The estimate on this project is now $16,000, but the City has advised that it will cover additional costs above the $15,000 limit for projects under this fund.

The Rockaway project was set up in the approved program at $14,700 and the estimate is now $14,500. I would recommend your approval and transmission to Mr. Glaisyer for Commission action.

G S Paxson
G. S. Paxson

GSP:gm
Attachments

FORM 230—50M—11-55—90224

## OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
March 26, 1956

**SUBJECT:** $250,000 Fund Agreement (1956)
City of Florence

**To:** Mr. G. S. Paxson
OFFICE

Attached are three copies of an agreement covering the Special City Allotment project on Gallagher Street in Florence.

Two copies of the agreement have been executed by the city and are now ready for presentation to the Highway Commission.

John D. Graham
John D. Graham
Office Engr., County & City Relations

JDG:mm
Att.

AUTHORIZED BY HIGHWAY COMMISSION for $14,300
DATE December 19, 1955
Secretary

RECEIVED
MAR 27 1956
OFFICE OF
STATE HIGHWAY ENGINEER

# ORDINANCE NO. 284

3-12-56

AN ORDINANCE PROVIDING FOR A FORM OF AGREEMENT BY AND BETWEEN THE CITY OF FLORENCE, OREGON, AND THE STATE OF OREGON, ACTING BY AND THROUGH IT'S STATE HIGHWAY COMMISSION, FOR THE IMPROVEMENT OF GALLAGHER STREET FROM THE SIUSLAW HIGHWAY SOUTHERLY TO FOURTH STREET, A DISTANCE OF APPROXIMATELY 0.32 MILE, AND DECLARING AN EMERGENCY.

Whereas, the City of Florence, Oregon, has heretofore made an application to the State Highway Commission for assistance in repair or reconstructing under the provision of ORS 366.800 and 366.805, and,

Whereas, the State Highway Commission has accepted such application for the improvement of Gallagher Street from the Siuslaw Highway southerly to Fourth Street, a distance of approximately 0.32 mile, and,

Whereas, in the form of an agreement prepared by the State Highway Commission, a copy of which is marked "Exhibit A" is attached hereto and by this reference made a part hereof, the State Highway Commission has agreed to pay the cost of the project up to $15,000.00, and the City of Florence to pay all cost in excess of $15,000.00, the City of Florence does ordain as follows:

Section 1. That that certain form of agreement hereinabove referred to be entered into by the City of Florence, Oregon, and the State of Oregon, acting by and through the State Highway Commission, providing for the improvement of Gallagher Street, is hereby approved and accepted as submitted.

Section 2. The Mayor and Recorder are hereby authorized and directed to execute such agreement in triplicate and to deliver such agreement to the State Highway Commission for execution by the said Commission.

Section 3. Whereas, it is necessary that said improvement be made in the Spring and Summer of 1956 when the weather permits, and whereas the State Highway Commission can not award a contract for said improvement until the said agreement has been executed by the Mayor and Recorder, thereby involving the peace, health and credit of the people of the City of Florence, Oregon, and an emergency is hereby declared to exist and this ordinance shall be in full force and effect from and after it's passage by the Common Council and approval by the Mayor as authorized by the Charter dated Dec. 31, 1948.

Submitted to and approved by the Mayor March 12, 1956.

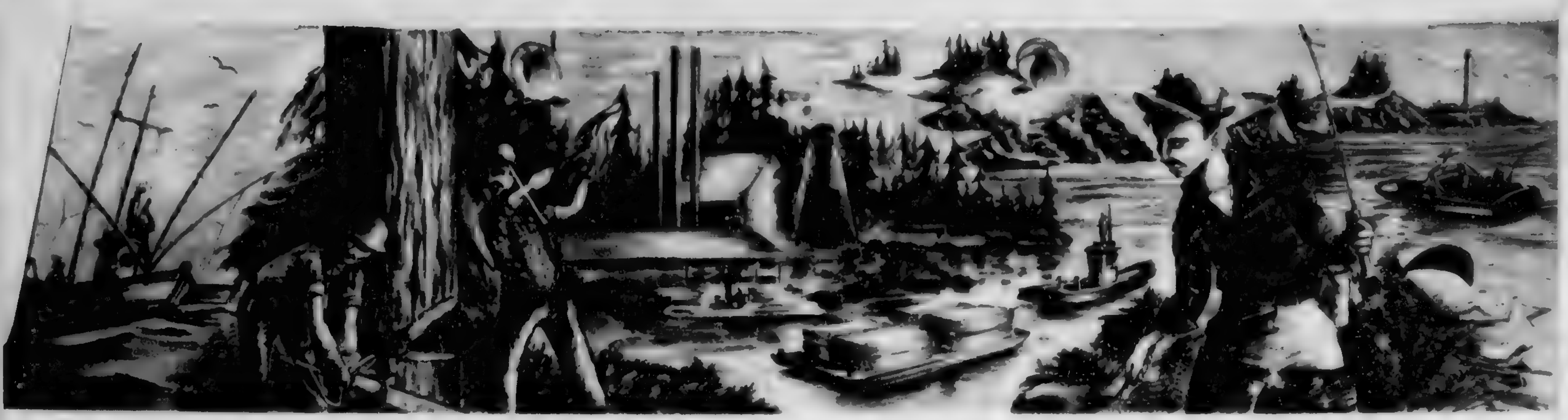
E A Davidson

E. A. Davidson, Mayor

ATTEST:

Nile B. Paull

Nile B. Paull, City Recorder



P.O. BOX 338

**CITY of FLORENCE**
**OREGON**

PHONE 376-W

March 8, 1956

NOTED
W. R. JONES

NOTED

NOTED
J. W. CATTRALL

RECEIVED
MAR 12 1956

NO

MAYOR
E. A. Davidson

COUNCIL
W. R. Chadwick
E. S. Johnston
A. T. Cicerello
T. M. Hunt

MUNICIPAL JUDGE
CITY RECORDER
Nile Paull

CHIEF OF POLICE
W. T. Moon

Harold C. Ayers
Field Engineer
Oregon State Highway Commission
Salem, Oregon

Dear Sir:

This letter authorizes you, or your agent or contractor, to dump excess materials from the contemplated project on Gallagher Street in the City of Florence, under ORS 366.805, along the easternmost boundaries of the project wherever the surface of the ground is lower than the surface of the street.

The City of Florence takes full responsibility for any repercussions which might arise from the dumping of said materials on said property.

You are also authorized, under the same conditions, to dump excess materials, for which there may not be room in the aforementioned area, off the side of Harbor Street between the Charles Bernhardt residence and the Holiday Harbor Public Boat Ramp.

Yours very truly,

E. A. Davidson

E. A. Davidson
Mayor

ATTEST:

Nile B. Paull

Nile B. Paull, City Recorder

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MAR 11 1956

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RECEIVED
MAR 5 - 1956
FOR FILING

NOTED
W. C. WILLIAMS

OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENTAL [illegible]

[illegible]
February [illegible]

SUBJECT: Florence [illegible] Section

To: [illegible]
Construction Engineer
Salem, Oregon

Herewith the following items on the Gallagher Street [illegible] in the city of Florence, Lane County:

1. Envelope containing the following:
   a. Special provisions in Triplicate
   b. Quantity Summary in Triplicate
   c. Estimate of Cost in Triplicate
   d. One book of field notes
2. Federal aid sheet (plan and profile)
3. [illegible] copy [illegible]
4. [illegible]
5. [illegible] containing calculations, Engr. Survey Report, etc.

[illegible]
Asst. [illegible]

[illegible]

## QUANTITY SUMMARY

| No. | Item | Unit | Net | Allowance | Total |
|---|---|---|---|---|---|
| 1. | General Excavation, Uncl. | C.Y. | 1,939 | 161 | 2,100 |
| 2. | Crushed Material in Base | C.Y. | 477 | 53 | 530 |
| 3. | 3/4"-0 Material in Base & Shldrs | C.Y. | 195 | 25 | 220 |
| 4. | Sprinkling | M-Gal | 17 | 3 | 20 |
| 5. | 3/4"-0 Material in Binder | C.Y. | 33 | 2 | 35 |
| 6. | RC-3 Asphalt in Binder | Ton | 6.0 | 1 | 7 |
| 7. | Class "B" Asphaltic Conc. | Ton | 620 | 60 | 680 |
| 8. | RS-2 in Seal and Tack | Ton | 4 | 2 | 6 |
| 9. | ¼"-#10 Aggregate in Seal | C.Y. | 15 | 5 | 20 |

## ESTIMATE OF COST

| No. | Item | Unit | Quantity | Unit Price | Cost |
|---|---|---|---|---|---|
| | | | 2,100 | | |
| 1. | General Excavation Uncl. | C.Y. | 530 | 0.60 | 1,260.00 |
| 2. | Crushed Material in Base | C.Y. | 220 | 4.50 | 2,385.00 |
| 3. | 3/4"-0 Material in Base & Shldrs | C.Y. | 20 | 6.00 | 1,320.00 |
| 4. | Sprinkling | M-Gal | 35 | 4.00 | 80.00 |
| 5. | 3/4"-0 Material in Binder | C.Y. | 7 | 6.00 | 210.00 |
| 6. | RC-3 Asphalt in Binder | Ton | 680 | 70.00 | 490.00 |
| 7. | Class "B" Asphaltic Con. | Ton | 6 | 12.00 | 8,160.00 |
| 8. | RS-2 in Seal and Tack | Ton | 20 | 70.00 | 420.00 |
| 9. | ¼"-#10 Aggregate in Seal | C.Y. | | 7.50 | 150.00 |
| | | | | Total Bid Items | 14,475.00 |
| | | | | Flagging | 100.00 |
| | | | | +12½% Cont. & Engr. | 1,809.38 |
| | | | | | 16,384.38 |

December 22, 1955

Mr. Nile B. Paull
City Recorder
Florence, Oregon

NOTED
Harold C. [illegible]

Dear Sir:

On December 19, 1955, the State Highway Commission approved a project on a portion of Gallagher Street as requested by the city to be constructed from the 1956 Special City Allotment fund.

The project as approved is shown in the attached summary. You will be contacted at a later date to work out the details of the project and to negotiate an agreement.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

John W. Cattrall
Engineer, County and City Relations

HCA:mm
Att.

NOTED
J. W. CATTRALL

no 7

# Florence

## Preliminary Estimate

Gallagher Street from the Siuslaw Highway southerly for a distance of approximately 0.25 mile.

Widen present oiled surface to 20' asphaltic concrete pavement: place 5" of added base to widened portion. 3" of asphaltic concrete pavement.

| | Quantity | | |
|---|---|---|---|
| Clear & Grub | all | | $500.00 |
| Excavation | 800 cyds | $1.00 | 800.00 |
| 2½"-0 in base | 600 cyds | 3.80 | 2280.00 |
| 3/4"-0 in base shoulders | 300 cyds | 5.00 | 1500.00 |
| Sprinkling | 20 M gal | 4.00 | 80.00 |
| Class "B" asphaltic concrete | 550 tons | 11.00 | 6050.00 |
| 150-200 pen seal | 6 tons | 60.00 | 360.00 |
| aggregate in seal | 72 cyds | 6.00 | 432.00 |
| Prel Est of Const. Cost Construction | | | $12,002.00 |
| 12½% Eng & Cont. | | | 1500.25 |
| Surveying | | | 1500.00 |
| Flagging | | | 200.00 |
| | | | $14,202.25 |

$14,300

no. 1

Florence

$250,000 City Allotment proposed project 1956

With Anthony Cicerello, Street Commissioner and Nile B Paull investigated condition and use of Gallager Street, Josephine Street, Front Street and Jefferson Street, all are in poor to fair condition and are receiving heavy use by both heavy unusual industrial traffic and heavy increase in population in the area

Advised these gentlemen that to improve all street requested would cost $65,000 or more, they said City was very low on finances and wished to have the State repair as much as possible with the $15,000 possible allocation; and requested, if a project were to be approved to start at the Siuslaw highway on Gallagher Street and go southwesterly as far as possibly as this section receives the most use and is in the poorest condition, 16' to 18' oiled, 22' to 28' roadway

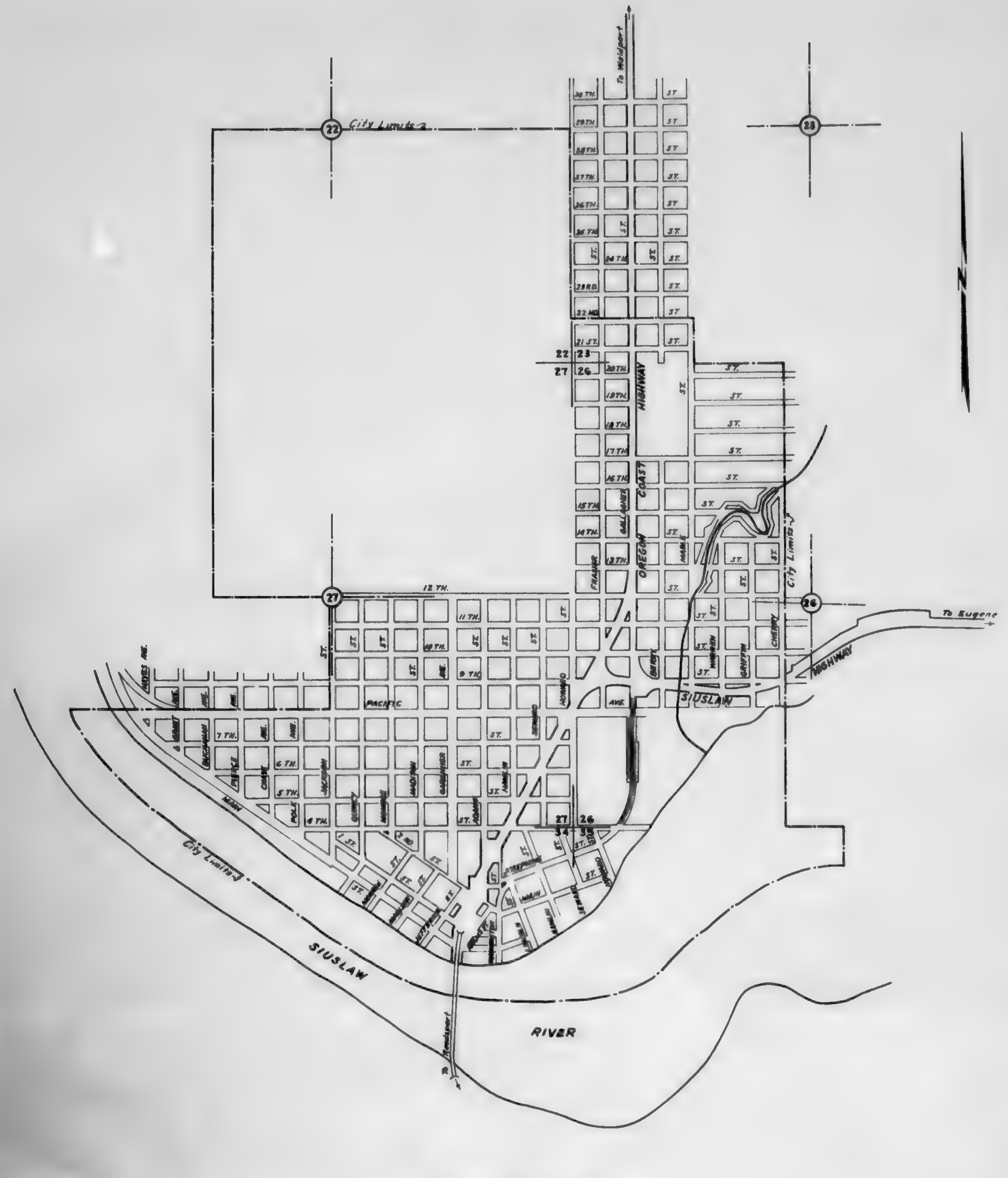
Believe we would be justified in recommending a project on Gallagher Street.

H C Ayres

10-10-55
Talked the project over with Mr. Tom Edwards & Morgan they gave ok and asked for 480.00 for survey.

HCA

7



# FLORENCE

LANE COUNTY
T. 18 S., R. 12 W., W.M.

Scale in Feet
0 800 1600

9-10-58

CITY OF FLORENCE
*Oregon's Recreational Center*
WESTERN LANE COUNTY
FLORENCE, OREGON

July 22, 1955

Harold C. Ayers
Field Engineer
County and City Relations
Oregon State Highway Commission
Salem, Oregon

Dear Mr. Ayers:

The Common Council has instructed me to inform you that, due to the fact that no funds are provided in the current budget for street improvement, they are unable to supplement the money they hope to receive from the Highway Commission for street work in the City of Florence.

Therefore, the Common Council respectfully requests that the proposed project on Gallagher St. from the Siuslaw Highway South be proceeded with on that basis. The Council hopes that it will be possible for that portion of Gallagher St. from it's intersection with the Siuslaw Highway South to it's intersection with Howard St. might be completed.

If I can be of further assistance, please don't hesitate to let me know.

Yours very truly,
Nile B. Paull
Nile B. Paull
City Recorder

NBP

RECEIVED
JUL 25 1955
ENGINEER
COUNTY & CITY RELATIONS

no 1

Florence

Gallagher Street from the Lewiston Highway Southerly to Howard Street, a distance of approximately 0.38 mile

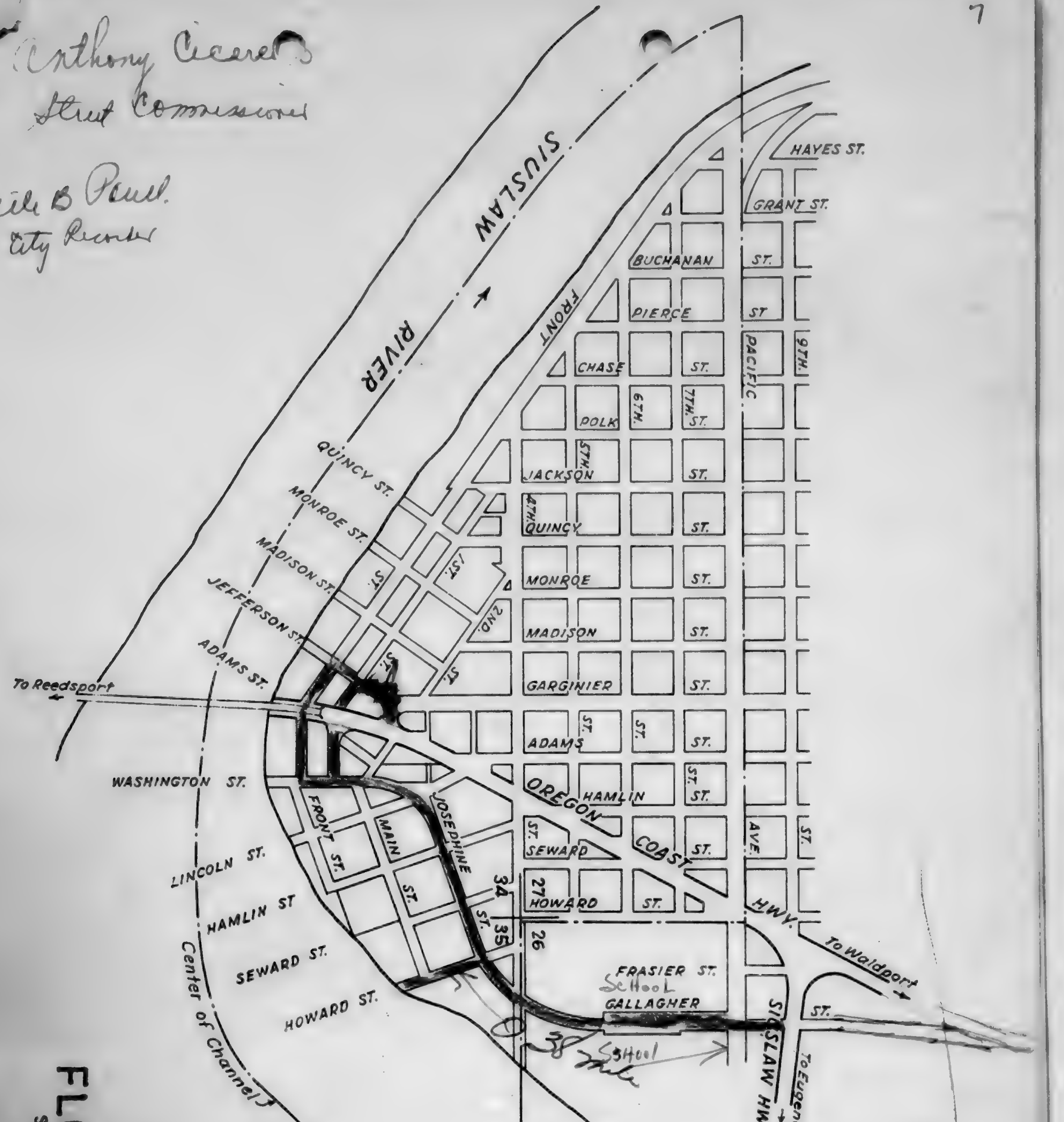
Widen present B.C. surface to 20 feet asphaltic Concrete pavement to place 5" of base on widened portion, 3" A.C. 20

| | | | |
|---|---|---|---|
| Clear & Grub | all required | | $ 800.00 |
| Excavation | 1200 cyds | $1.00 | 1200.00 |
| Crushed rock in base | 700 Cyds | 3.80 | 2660.00 |
| 3/4" on [illegible] | 300 Cyds | 5.00 | 1500.00 |
| Sprinkling | 30 M gal | 4.00 | 120.00 |
| Class B A.C. | 800 tons | 11.00 | 8800.00 |
| 150-200 ~~Asphalt~~ in seal | 8 tons | 60.00 | 480.00 |
| Aggregate in seal | 60 yds | 5.00 | 300.00 |
| | | | $15,860.00 |
| | | | 1982.50 |
| | | | 480.00 |
| | | | $18,322.50 |

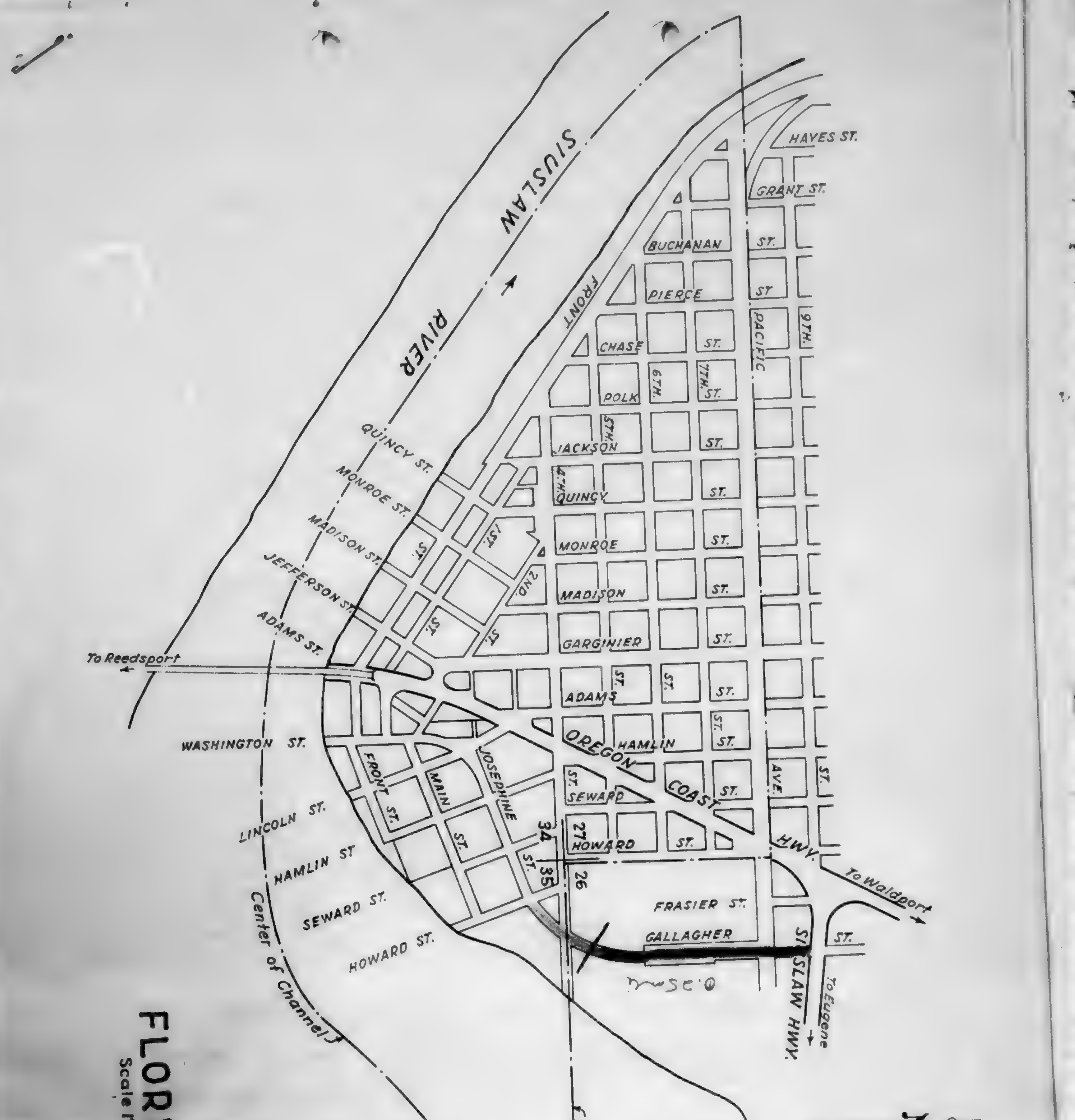
Del to City
per request
[illegible] July 22-1955

Anthony Ciccarelli
Street Commissioner

Nile B Paul
City Recorder



FLORENCE
Scale 1"=800'
Rev 8-8-49



# FLORENCE

Scale 1"=800'

Rev 8-8-49

Lane

3-7-55

# RESOLUTION

WHEREAS, Section 2, Chapter 371, Oregon Laws 1943, as amended by Section 1, Chapter 149, Oregon Laws 1949, provides that:

> "Beginning with the year 1949 and annually thereafter there shall be and hereby is appropriated out of the state highway fund such sums of money as will equal 10 per cent of all moneys credited to the state highway fund by the state treasurer between January 1 and December 31 of each year and which have accrued from funds transferred to the state highway fund by the state treasurer under the provisions of section 115-135, O.C.L.A.; section 15, chapter 413, Oregon Laws 1945, as amended by section 4, chapter 114, Oregon Laws 1947; and section 29, chapter 467, Oregon Laws 1947; and from fines and penalties collected for violations of the motor vehicle and transportation laws. Such appropriation shall be distributed among the several cities as provided in this act."

and

WHEREAS, Section 3, Chapter 371, Oregon Laws 1943, as amended by Section 2, Chapter 149, Oregon Laws 1949, provides that:

> "Such appropriation shall be allocated to the cities as follows: The sum of two hundred fifty thousand dollars ($250,000) shall be withdrawn from such appropriation each year and set up in a separate account to be administered by the state highway commission. Such account shall be spent each year by such commission upon streets not a part of the state highway system within cities which are receiving excessive wear through sudden increases in population in the area or heavy and unusual industrial traffic. Such commission shall determine the distribution of such expenditures after considering applications made to it therefor from the cities. The balance remaining in such appropriation after the withdrawal of said two hundred fifty thousand dollars ($250,000) shall be distributed to all of the cities. Each city shall receive such share of the balance as its population bears to the total population of the cities."

and

WHEREAS, the City of Florence is an incorporated city of the State of Oregon, and has a population of 1562, as given by the latest official census, and

WHEREAS, the following streets of said city, Jefferson St. from

RECEIVED
MAR 16 1955
ENGINEER
[illegible]

Form cc-50 (1953 Rev.)
Special City Allotment

Hiway 101 to Front St., Front St. from Jefferson St. to Washington St., Washington St. from Front St. to Josephine St., 1st St. from Washington St. to Hiway 101, Josephine St. from Lincoln St. to Howard St., Gallagher St. from Howard St. to Hiway 36, Howard St. from Josephine St. to Main St.

are not a part or parts of the state highway system, but are streets under the jurisdiction and control of said city which are "receiving excessive wear through sudden increase in population in the area, or heavy and unusual industrial traffic," and

WHEREAS, said streets are and each of them is in need of repair, reconditioning and other major improvement,

NOW, THEREFORE, the members of the City Council, in regular or special session assembled, do hereby find, declare and resolve:

1. That the following named streets of said city, to wit:

Jefferson St. from Hiway 101 to Front St., Front St. from Jefferson St., to Washington St., Washington St. from Front St. to Josephine St., 1st St. from Washington St. to Hiway 101, Josephine St. from Lincoln St. to Howard St., Gallagher St. from Howard St. to Hiway 36, Howard St. from Josephine St. to Main St.

are in need of repair, reconditioning, and other major improvement.

2. That said streets are in their present state and condition of disrepair by reason of excessive wear through sudden increases in population in the area, or heavy and unusual industrial traffic.

3. That the Oregon State Highway Commission hereby is respectfully

requested to consider and declare said streets as qualified for reconditioning, repair, and other improvement out of funds allocated and made available by and through the said $250,000 appropriation of state highway revenues which is to be administered and spent by the Highway Commission.

4. That the City of Florence does hereby offer to the State Highway Commission, and does hereby pledge complete cooperation and assistance to the end that said city may share and participate in the use and benefit of said special fund and appropriation; and therefore does designate Street Commissioner Anthony Cicerello as the official representative of the city in all negotiations resulting from this request.

Passed and approved this 7th day of March, 1955.

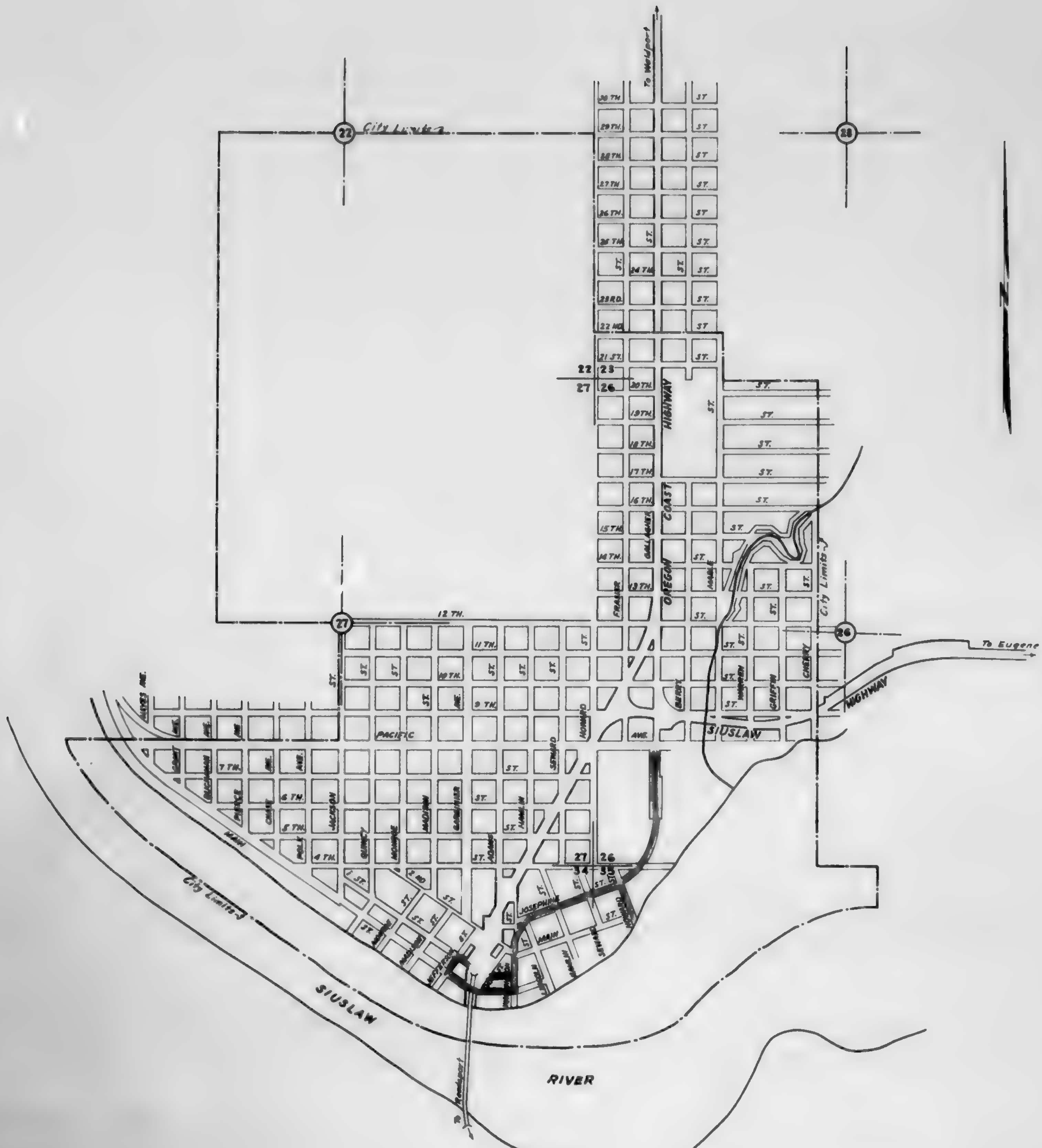
There is attached hereto and made a part hereof, a city map on which is indicated the street, streets, road, or roads described in this resolution.

---

I hereby certify that the foregoing resolution was passed and approved by the City Council of the City of Florence at a regular or special meeting of said Council, held on the 7th day of March, 1955, and the above copy is a true and correct copy of the original and of the whole thereof.

Dated this 15th day of March, 1955.

Wile B. Paulle
City Recorder



# FLORENCE

LANE COUNTY
T.18S., R.12W., W.M.
Scale in Feet
0 800 1600

9-10-53

3-1058 Clackamas River Park Interchange Section 1956

4737

3-1058 Clackamas River Park Inter- 1956
change Section

Mr. Williams

[illegible]IVED
1957
FOR FILING

W. C. WI[illegible]

March 22nd, 1957

FINAL COST ANALYSIS

Clackamas River Park Interchange
Contract #4737

Grading and Oiling
Parker & Fuhrman, Contractors
James Cochell, Resident Engineer

Pacific East
Prefix 3-1058-201(41)

3-1058

4737

| Item | Quantity | Unit | Unit Cost | Total Cost | Unit Bid | Gross Revenue |
|---|---|---|---|---|---|---|
| Clearing & Grubbing | 100% | All | $117.03 | $ 117.03 | $500.00 | $ 500.00 |
| Drainage Excavation, Unclass. | 29.7 | Cu. Yd. | 3.51 | 104.39 | 5.00 | 148.50 |
| Embankment in Place | 5,085.7 | " " | 0.55 | 2,797.59 | 0.55 | 2,797.14 |
| Finish Roadbed and Slopes | 100% | All | 121.67 | 121.67 | 600.00 | 600.00 |
| 18" Corr. Metal Pipe | 120 | Lin. Ft. | 5.06 | 606.81 | 5.00 | 600.00 |
| Metal Sight Posts | 10 | Each | 3.21 | 32.13 | 5.00 | 50.00 |
| Coarse Crushed Material in Base | 1,703 | Cu. Yd. | 2.11 | 3,599.11 | 2.75 | 4,683.25 |
| 3/4"-0 Crushed Material in Base | 374 | " " | 2.21 | 826.76 | 2.85 | 1,065.90 |
| Pit-run Material in Surfacing | 772 | " " | 1.20 | 930.00 | 1.50 | 1,158.00 |
| Sprinkling | 33 | M/Gal. | 2.98 | 98.32 | 3.50 | 115.50 |
| Preparation of Base | 100% | All | 114.03 | 114.03 | 200.00 | 200.00 |
| 3/4"-0 Material in Binder Course | 43 | Cu. Yd. | 4.45 | 191.44 | 4.25 | 182.75 |
| Furnish and Place Aggregates | 264 | " " | 4.51 | 1,189.80 | 5.75 | 1,518.00 |
| RC-3 Asphalt in Binder Course | 10.1 | Ton | 42.30 | 427.20 | 48.00 | 484.80 |
| 150-200 Asphalt | 17.91 | " | 36.34 | 650.91 | 45.00 | 805.95 |
| RS-1 | 5.13 | " | 43.79 | 224.66 | 50.00 | 256.50 |
| A.C. Traffic Markers | 176.3 | Lin. Ft. | 0.625 | 110.25 | 1.00 | 176.30 |
| | | | | $12,142.30 | | $15,342.59 |

| | |
|---|---|
| Gross Revenue | $15,342.59 |
| Total Cost | 12,142.30 |
| Net Profit | $ 3,200.29 |

Net Profit Equals 20.8% of Gross Revenue

# Detail of Cost
# Contract #4737

Labor:

| | | |
|---|---|---|
| Labor | $1,245.74 | |
| Labor Insurance | 135.78 | |
| | | $ 1,381.52 |

Equipment Rental & Misc. Expense:

| | | |
|---|---|---|
| Equipment Rental (Owned) | $ 895.37 | |
| " " (Rented) | 52.89 | |
| Gas, Oil & Grease | 402.75 | |
| Bond | 92.05 | |
| P.L. & P.D. Insurance | 15.57 | |
| Move In | 83.17 | |
| Home Office & Overhead | 306.85 | |
| Small Tools & Misc. | 373.72 | |
| | | 2,222.37 |

Materials:

| | | | | | | |
|---|---|---|---|---|---|---|
| 18" Corr. Metal Pipe | 120 | Lin. Ft. | at | $3.23 | $ 387.60 | |
| Sight Posts | 10 | Each | " | 1.23 | 10.30 | |
| Embankment | 5,085.7 | Cu. Yd. | " | 0.40 | 2,034.28 | |
| Coarse Cr. Mat'l. in Base | 1,703 | " " | " | 1.75 | 2,980.25 | |
| 3/4"-0 Mat'l. in Base | 374 | " " | " | 1.75 | 654.50 | |
| Pit-run Material in Surfacing | 772 | " " | " | 1.00 | 772.00 | |
| 3/4"-0 Mat'l. in Binder Course | 43 | " " | " | 2.75 | 118.25 | |
| RC-3 Asphalt in Binder | 10.1 | Ton | " | 27.52 | 277.95 | |
| Furnish & Place Aggregate | 264 | Cu. Yd. | " | 2.75 | 726.00 | |
| 150-200 Asphalt | 17.91 | Ton | " | 24.50 | 438.80 | |
| RS-1 | 5.13 | " | " | 26.80 | 137.48 | |
| | | | | | | 8,537.41 |

Total Cost........................ $12,141.30

Remarks:

This was a "State Project" calling for construction of 0.25 mile of new highway connections and deceleration lanes and relocation of 0.15 mile of service road, involving approximately 4,400 cu. yd. of embankment in place, construction of approximately 2,110 cu. yd. of crushed materials in stone base and shoulders and construction of 0.25 mile of Type O-11 oil mat wearing surface with binder course.

The south end of the project is at Station 24+63, which station is 0.30 mile south of the south end of the Clackamas River bridge near Oregon City. The north end of the project is at Station 40+35, which is at the south end of the bridge over the Clackamas River.

Bids were opened and awarded June 7th, 1956. Work started July 27th, 1956 and was completed September 12th, 1956.

High water in the Clackamas delayed the contractor from starting any sooner. However, work progressed very rapidly and due to the contractor having other work in the immediate vicinity, the same equipment could be utilized to full extent with very little loss of time.

Good supervision and a well planned organization contributed to a very good profit.

M. N. Juve
Chief Cost Analyst

By . . H. R. Sturgis

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MAR 27 1956
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3-1058

4737

Salem, Oregon
March 21, 1956

Clackamas River Park
Interchange Section,
Pacific Highway

Mr. Virgil O'Neil
Assistant Office Engineer
Office

It is requested that you add $450 to the authorization for the subject job for seeding and mulching to control surface erosion. It is anticipated that the work will be accomplished by state forces under the supervision of the Landscape Engineer.

W. C. Williams
Deputy State Highway Engineer

cc Mr. Forrest Cooper
Mr. H. M. Astrup

3-1058

OREGON STATE HIGHWAY DEPARTMENT
(date)
November 21, 1956

| | | |
|---|---|---|
| (CONTRACT NO.) | (EST. NO.) | (CONTRACTOR) |
| 4737 | 4-Final | Parker & Fuhrman |

| | | | |
|---|---|---|---|
| (VOUCHER NO.) | (WARRANT NO.) | (AMOUNT) | (DATE) |
| 24880 | H-166025 | $ 500.00 | 11/21/56 |

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

ACCOUNTING DIVISION

Specified completion Date: July 31, 1956

Time Extensions: to Sept. 12, 1956

Completion Date: Sept. 12, 1956

Date Accepted: Sept. 27, 1956

Penalties: None of record

Claims: None of record

Remarks:

Date: 11-27-56

To the Accounting Division:

Release of the above warrant is hereby authorized

H. B. Glaisyer
Secretary

By Floyd Query
Ass't. Secretary

NOTED ON CARD

Warrant Mailed: NOV 27 1956
Ruth Rawlings

VED
1956
ILING

November 16, 1956

CERTIFIED MAIL

Glens Falls Insurance Co.
Pacific Coast Department
Mills Tower
San Francisco, Calif.

Gentlemen:

State Highway Contract No. 4737 for work performed on the Clackamas River Park Interchange Section of the Pacific Highway East in Clackamas County was completed by the contractor, Parker & Fuhrman, on September 12 and was formally accepted by the Highway Commission on September 27, 1956.

Final payment in the amount of $500.00 will be released to the contractor on or after November 26, 1956. The total contract amount is $15,342.59 and no force account work was performed on the project.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Amarata & Schrem
520 Mead Bldg.
Portland 4, Oregon

NOTED ON CARD

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V. D. WOLFF

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October 12, 1956

CERTIFIED MAIL

Glens Falls Insurance
Pacific Coast Department
Mills Tower
San Francisco 4, California

Gentlemen:

The State Highway Commission is prepared to release semi-final payment to Parker & Fuhrman on contract No. 4737, covering the Clackamas River Park Interchange Section of the Pacific Highway East in Clackamas County. This payment, in the amount of $2,749.05, will be released to the contractor on or after October 22, 1956. The retained percentage is in the amount of $500.00.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Amerata & Schram
520 Mead Bldg.
Portland 4, Oregon

NOTED ON CARD
gl

on Saturday of each week, retain triplicate copy for your own file.

NOTED
V. D. WOLFE

State Printing 95633

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OCT 10 1956
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3-1458

4737

October 9, 1956

Parker & Fuhrman
11524 S.E. Foster Road
Portland, Oregon

Gentlemen:

The State Highway Commission at its meeting held on September 27 had under discussion your request for an extension of time from July 31, 1956 to September 15, 1956 within which to complete your contract No. 4737, covering Clackamas River Park Interchange Section of the Pacific Highway East in Clackamas County.

We are pleased to inform you that the State Highway Commission granted you an extension of time to September 12, 1956, the actual completion date of the contract. The action of the Commission was based upon the recommendation of the State Highway Engineer, whose report on the subject considered but did not necessarily adopt any of the reasons given by you for failure to complete the project within the specified time limit.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: A. C. Skelton,
Division Engineer

E. [illegible]. Hunter,
Resident Engineer

Tom Edwards,
Construction Engineer

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Form E-1—10M—6-56

OREGON STATE HIGHWAY DEPARTMENT

3-1058

# Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending September 29, 1956

Section Clackamas River Park Interchange

Kind of work Grading & Oiling

Highway Pacific Highway East

Section prefix 3-1058

Contractor Parker Fuhrman Company

Contract number 4737

Date of contract June 7, 1956

Date of completion July 31, 1956

Date work started July 27, 1956

Estimated date of completion September 12, 1956

Project authorization $ 17,313.19

Exclusive of Engineering $ 16,082.03

Per cent of time elapsed 209.09 %

Estimated cost of completed project, exclusive of engineering $ 16,082.03

Estimated per cent overrun or underrun 0 %

Per cent of contract completed, based on total contract price 95 %

Engineering authorization $ 1,231.16

Engineering cost to date $ 1,423.37 115.61 %

Date project was completed September 12, 1956

General information covering progress of work by party and by contractor, important development, instructions to contractors instructions from Division Engineers, exchanges in personnel of party, etc.:

All work Completed.

Semi-Final Estimate in preparation.

NOTED
W. T. WRIGHT

NOTED
Li H. Young

NOTED

RECEIVED
OCT 1 1956
OFFICE OF
CONSTRUCTION ENGINEER

Signed James M Cochell

Address P.O. Box 4699, Sellwood Sta.

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

NOTED
V. D. WOLFE

State Printing 96633

|  | GRADING | SURFACING | MAINTENANCE MATERIALS | OIL AND BITUMINOUS MACADAM | PAVING |
|---|---|---|---|---|---|
| Miles in project | 0.25 | 0.25 |  | 0.25 |  |
| Miles partially completed | 0.25 | 0.25 |  | 0.25 |  |
| Miles completed | 0.25 | 0.25 |  | 0.25 |  |
| Total estimated quantities (contract) | 4,400 cy. | 2,760 cy. |  | 30 tons |  |
| Total quantities corrected to date | 5,500 | 2,892 |  | 33.14 |  |
| Estimated quantities moved or placed to date | 5,500 | 2,892 |  | 33.14 |  |
| Average daily quantities |  |  |  |  |  |
| Average daily quantities necessary to complete project on time |  |  |  |  |  |
| Number shifts per day |  |  |  |  |  |
| Hours per shift |  |  |  |  |  |
| Average force on project for week |  |  |  |  |  |

Men

Supervision

Men and trucks under 3 tons

Men and trucks over 3 tons

Men and tractors

Equipment used during week: Shovels ........, Power graders ........, Rollers ........, Mixers ........, Crushing or screening plants ........

Compressors ........, Bulldozers ........, Compaction rollers ........, . . . . . ........, . . . . . ........, . . . . . ........

|  | WEATHER | HRS. DELAY | CAUSE OF DELAY |
|---|---|---|---|
| Sunday | Cloudy |  |  |
| Monday | " |  |  |
| Tuesday | Fair |  |  |
| Wednesday | Cloudy |  |  |
| Thursday | " |  |  |
| Friday | " |  |  |
| Saturday | " |  |  |

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SEP 17 1956
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3-1155

4937

September 14, 1956

Oregon State Highway Commission

Request for extension of time
No. 22
September 27-28 meeting

Gentlemen:

Herewith a request from Parker and [illegible] for an extension of time on the Clackamas River Park Interchange, Contract No. 4937, from July 31, 1956 to September 15, 1956.

Although this contract was awarded on June 7, 1956, high water in the Clackamas and Willamette Rivers prevented the contractor from starting work until July 27, 1956. As soon as the water receded and the contractor was able to work, he prosecuted the project in an excellent manner. This project was actually completed on September 14th, and I recommend the extension, to and including that date, without penalty.

Very truly yours,

Forrest Cooper
Acting State Highway Engineer

Encl.

cc Mr. Tom Edwards

EAP gm

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JUN 26 1956
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4737

June 26, 1956

Parker & Fuhrman
11524 S. E. Foster Road
Portland, Oregon

Gentlemen:

We enclose herewith for your files a fully executed copy of contract No. 4737, which was awarded to you by the State Highway Commission on June 7, for grading and oiling on the Clackamas River Park Interchange Section of the Pacific Highway East in Clackamas County.

We are also sending a copy of this contract to the surety on your performance bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encl.

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JUN 28 1956
FOR FILING

E-1[illegible]

4/[illegible]

June 7, 1956

Parker & Fuhrman
11524 S. E. Foster Rd.
Portland, Oregon

Gentlemen:

The State Highway Commission on April 26, 1956 accepted your proposal for grading and oiling on the Clackamas River Park Interchange Section of the Pacific Highway East near Oregon City in Clackamas County for the sum of $14,379.50 and referred it to the State Highway Engineer with authority to award the contract to you as soon as certain conditions had been fulfilled. This note is to inform you that such conditions have now been satisfied and that the State Highway Engineer today awarded you the contract in conformity with the Commission's authorization. This project has been assigned Contract No. 4737.

Contract forms are now being prepared in this office and will be mailed to you shortly for execution.

This confirms my wire to you of this date.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

blm

cc: Pacific Builder & Engineer, Inc.
2418 Third Ave.
Seattle 1, Washington

Att. Dorothy McCormack

Forrest Cooper
R. G. Savage, SIAC
S. H. Probert

NOTED
J. Mc C.

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OCT 14 1955
FOR FILING OREGON CITY

| DOMESTIC SERVICE | |
|---|---|
| Check the class of service desired; otherwise this message will be sent as a fast telegram | |
| TELEGRAM | |
| DAY LETTER | |
| NIGHT LETTER | |

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# WESTERN UNION
## TELEGRAM

W. P. MARSHALL, PRESIDENT

1206 (4-55)

| INTERNATIONAL SERVICE | |
|---|---|
| Check the class of service desired; otherwise the message will be sent at the full rate | |
| FULL RATE | |
| LETTER TELEGRAM | |
| SHORE-SHIP | |

| NO. WDS.-CL. OF SVC. | PD. OR COLL. | CASH NO. | CHARGE TO THE ACCOUNT OF | TIME FILED |
|---|---|---|---|---|
| | | | | |

*Send the following message, subject to the terms on back hereof, which are hereby agreed to*

Salem, Oregon
June 7, 1956
2:30 p. m.

Parker & Fuhrman
11524 S. E. Foster Rd.
Portland, Oregon

Contract for grading and oiling on Clackamas River Park Interchange Section of Pacific Highway East in Clackamas County for which you submitted low bid on April 26, 1956 awarded you today. Contract forms follow shortly.

H. B. Glaisyer, Secretary
OREGON STATE HIGHWAY COMM.

cc: Confirmation
Accounting (5003-900)
✓ Files
C. W. Head

---

Yours sincerely,
J. H. Van Winkle
J. H. Van Winkle
Manager

NOTED
H. B. GLAISYER

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OCT 14 1955
OREGON
STATE HIGHWAY COMMISSION

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OCT 14 1955
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OREGON CITY
CHAMBER OF COMMERCE

*Historic*

*Oregon City*
*Oregon*

October 12, 1955

Oregon State Highway Commission,
Salem, Oregon.

Gentlemen:

Your letter of October 11 anent decision to construct access roads to Clackamette park near McLoughlin bridge certainly was welcome news.

The Oregon City Chamber of Commerce expresses appreciation for your reconsideration of this project. We feel certain the improvement will eliminate a dangerous traffic interchange situation, in addition to being of exceptional public service.

We trust any future efforts of this organization in highway matters will be successfuly and expeditiously concluded--but, we have our doubts because our appetite for highway improvement is just as avid as those of other civic organizations throughout Oregon.

Yours sincerely,

J. H. Van Winkle

J. H. Van Winkle
Manager

**NOTED**
**H. B. GLAISYER**

RECEIVED
OCT 14 1955
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
OCT 13 1955
FOR FILING

[illegible]

October 11, 1955

5735

Mr. Merle Brown, President
Oregon City Chamber of Commerce
Oregon City, Oregon

Dear Mr. Brown:

The State Highway Commission at its meeting on September 22 discussed a supplemental report submitted by the Engineer regarding construction of an underpass on U. S. 99E to facilitate travel to Clackamas River Park. You will be pleased to know that based on new information furnished by the Engineer in this report, the Commission authorized construction of the interchange during the year 1956 at an estimated cost of $17,000.00.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

HBG:blm

NOTED
H. B. GLAISYER

[illegible]

October 11, 1955

Mr. R. L. Wyrick
"Chicken-In-The-Rough"
Gladstone, Oregon

Dear Mr. Wyrick:

You headed a delegation from Gladstone and Oregon City that appeared before the State Highway Commission at its meeting on August 12 regarding construction of a traffic interchange on U.S. 99E at the entrance to Clackamas River Park. You asked the Commission to reconsider its previous decision with respect to such interchange, and you presented additional supporting arguments in behalf of the project. You will recall that the Commission instructed the Engineer to make further investigations.

The investigations have been completed by the Engineer and his report on the findings was rendered to the Commission at its last meeting. The report was carefully considered by the Commission, and I am pleased to inform you the Commission authorized construction of the interchange during the year 1956 at an estimated cost of $17,000.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

HBG:blm

RECEIVED
SEP 21 1955
FOR FILING

September 19, 1955

Oregon State Highway Commission

Gentlemen:

Item No. 5 on the Summary of Unfinished Business of August 12 pertains to a request of the Chambers of Commerce of Oregon City and Gladstone for construction of a traffic interchange at the intersection of US99E and a road leading to Clackamas River Park, which is just south of the Clackamas River Bridge between Gladstone and Oregon City.

Reviewing this matter briefly, you will recall that on June 27, 1955 I made an adverse report on the construction of this interchange, which was estimated to cost $17,000, the adverse report being based on the fact that the amount of traffic to and from the park did not warrant an interchange at this time.

We have further investigated, and, while we can find no difference in the traffic pattern, it is quite evident that with an interchange, there would be an increased use of the park. Further, in our report, "Freeway and Expressway System, Portland Metropolitan Area," McLoughlin Boulevard is indicated as one of the expressways on which it is ultimately desired to eliminate as much cross traffic at grade as possible.

Based on the fact that traffic to the park would increase by reason of an interchange and the more important fact that this would be an initial step in the improving of McLoughlin Boulevard to an expressway facility, I recommend that the traffic interchange be constructed as a state project during the year 1956, the cost of which, as stated above, is estimated at $17,000.

Very truly yours,

R. H. Baldock
State Highway Engineer

cc Mr. H. G. Smith
Mr. S. H. Probert
Mr. C. H. Maison

WCW:me lg

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SEP [illegible]- 1955
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## STATE HIGHWAY COMMISSION MEETING

Delegation Mr. R. L. Wyrick, Gladstone, and Chambers of Commerce of Ore. City & Gladstone re traffic interchange on US99 E at entrance to Clackamas River Park

Date August 12, 1955

Time 11:15 a.m.

| Name | City or Town | Capacity |
|---|---|---|
| Mr. R. L. Wyrick (1st speaker) | Oregon City | Hwy 99E Assn.<br>Gladstone Chamber of Commerce, |
| Merle Brown (speaker) | " | Pres., Ore. City Chamber of Commerce |
| J. H.VanWinkle (speaker) | " | Editor, Ore. City Enterprise |
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August 12, 1955

THE PROBLEM--

On 99E, immediately south of McLoughlin bridge in Gladstone, Oregon City is developing a park. Access from 99E (McLoughlin boulevard) is by two roads ramping down the west side of the highway fill. They are heavily used, more so during spring and summer months than in fall and winter. To enter the park from the south, traffic must swing across the two southbound lanes of 99E. Traffic northbound out of the park must cross two southbound lanes, often "blind" because of the acute angle in which the access road meets the highway. Shoulders are narrow at top of stiff grade of access road. Drivers must pull practically onto the highway before they can see if the way is clear to cross. When pulling trailers, the elements of potential danger are increased for northbound drivers leaving the park.

Use of the park is extremely heavy during salmon seasons. Its use will increase at other times, particularly during the summer, as the park is developed into a picnic area, for use of trailer houses on over-night stops and for general recreation.

Hazard is extreme now, it will become increasingly dangerous as use of the park expands, as it most certainly will.

Both Oregon City and Gladstone communities are working to improve the park, known locally as Clackamette, after the two rivers, Clackamas and Willamette, which join at the park and form two of its boundaries. The other boundaries are the state highway right of way on the east and the city treatment plant on the south. Playgrounds, ball park, picnic facilities, boat launching ramp, view point, roads and over-night trailer parking spaces are some of the improvements planned or underway. The game commission spent about $7000 to provide an access road to a large parking area it built for use of fishermen. Maintenance has been accepted by the Oregon City commission as its responsibility.

This area feels that its responsibility does not extend to providing access roads to protect motor vehicle users. It believes that is the province of the highway commission. However, present access roads and the underpass of 99E will be maintained by Oregon City as a moral obligation for all of them and as part of the agreement with the state game commission on the remainder.

We feel the state will benefit through having this park available to highway users. There is no other such park in this vicinity; no other public facility for overnight trailer parking and a picnic-rest area for tourists. Local provision of such an accomodation relieves the highway commission of some of its obligation in this respect.

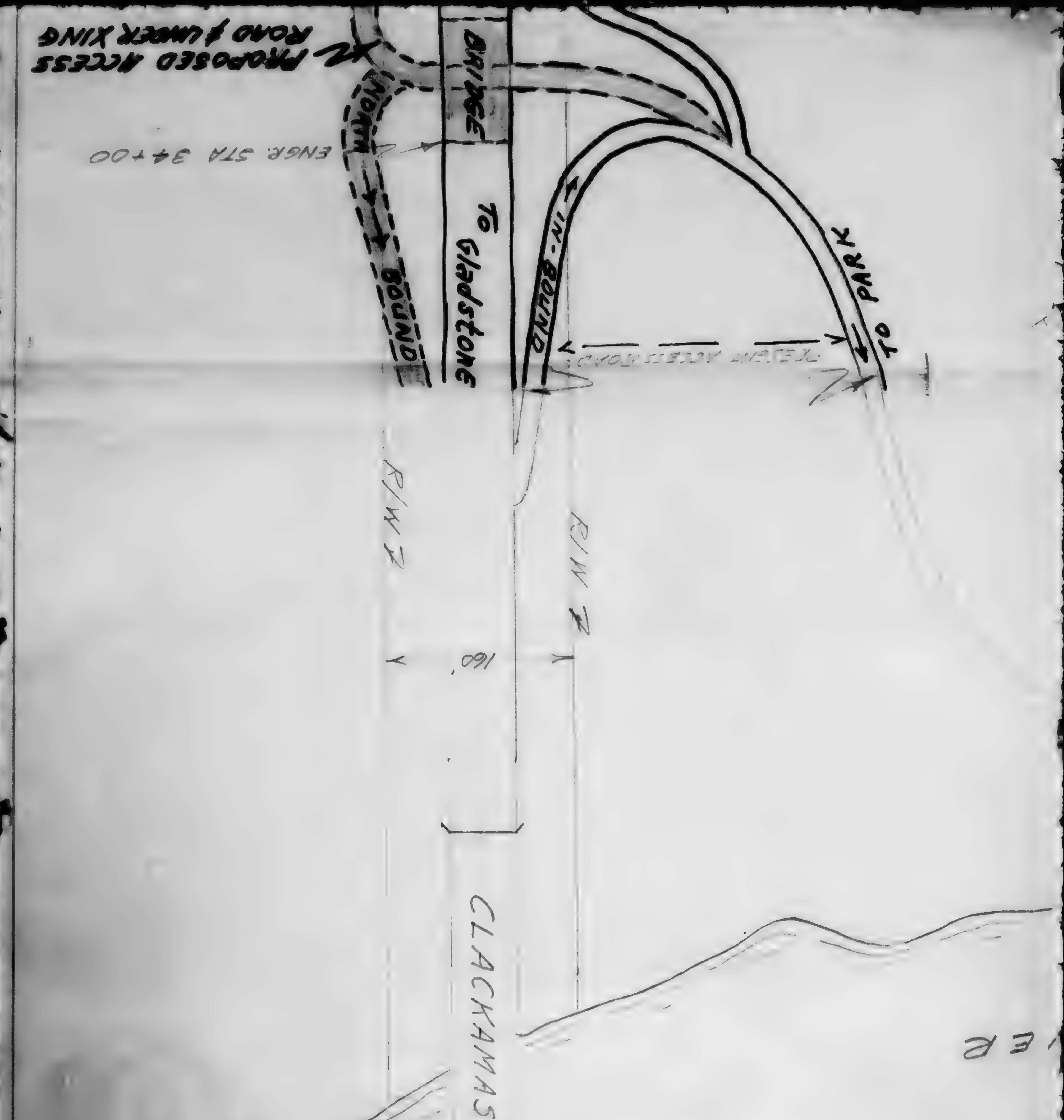
Further, the commission's responsibility to eliminate access hazards is established by policy and numerous precedents. The park will be used more and more, whether or not more access is provided, increasing the hazard to highway traffic. There is no way to prevent this access traffic nor to reduce it.

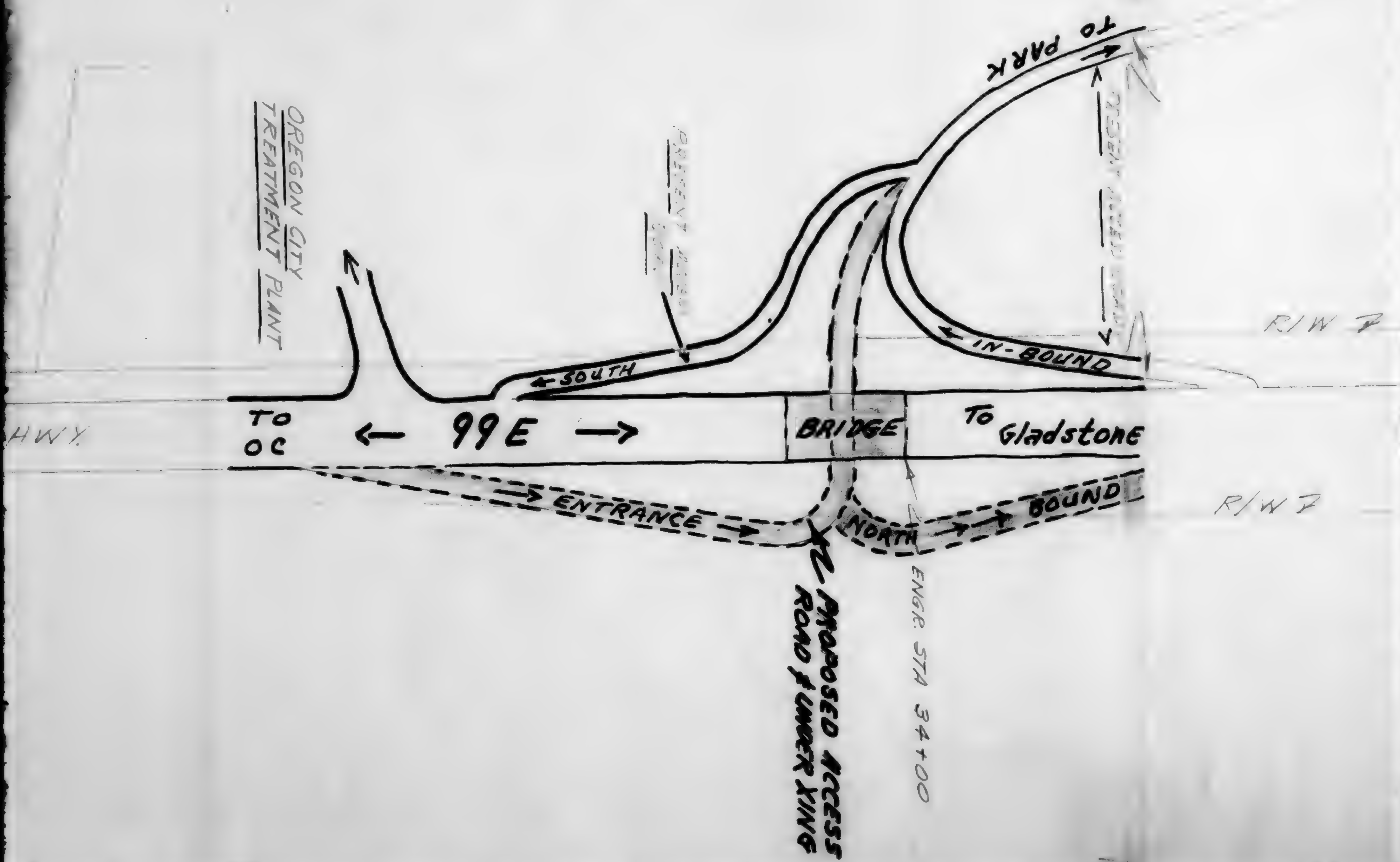
Hence, we request the commission to institute a project to effect a

SOLUTION:

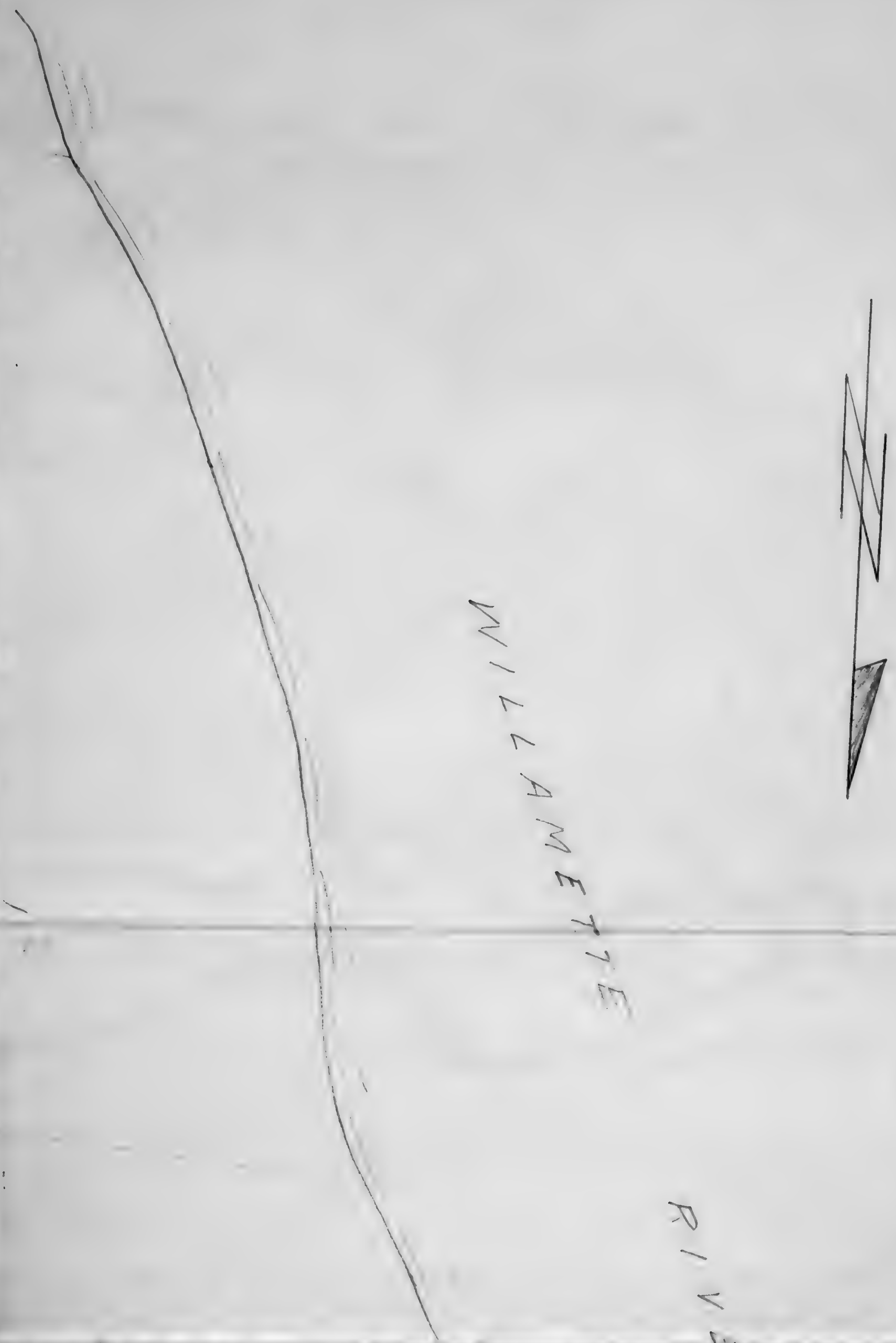
Construct access roads down the east side of highway 99E grade to provide safe ingress of traffic from the south and safe egress from the park onto the highway northbound. (see diagram furnished with this resume of statements presented to the commission today by Bob Wyrick, Merle Brown and J. H. Van Winkle, representing the Oregon City and Gladstone Chambers of Commerce.

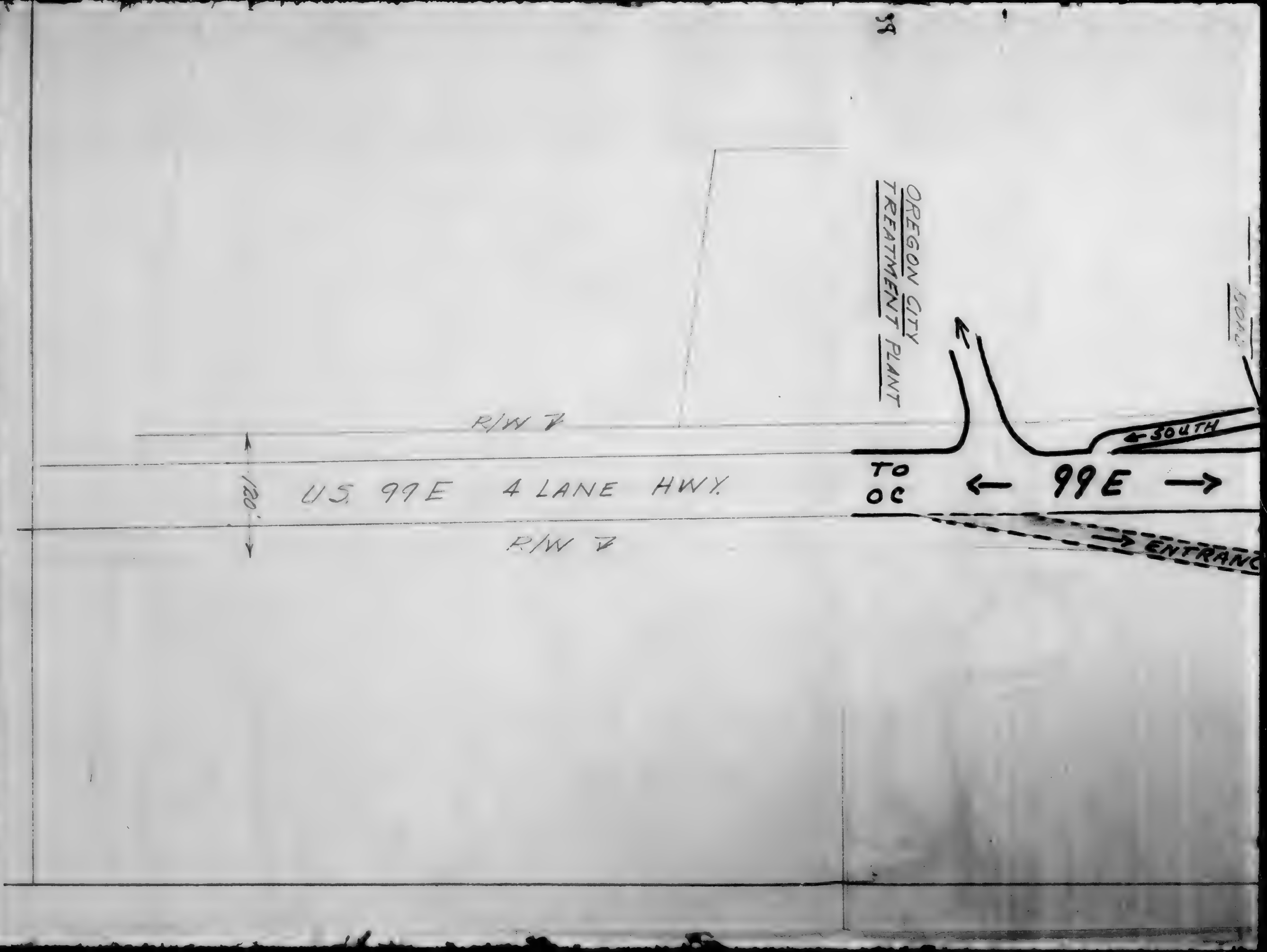
CLACKAMAS R
PARKING AREA
CITY


PROPOSED ACCESS ROAD & UNDER XING
BRIDGE
NORTH BOUND
ENGR. STA 34+00
To Gladstone
IN-BOUND
TO PARK
R/W
R/W
160'
CLACKAMAS RIVER BRIDGE
ER


OREGON CITY
TREATMENT PLANT
PRESENT ACCESS RD.
TO PARK
PRESENT ACCESS ROAD
R/W
HWY.
TO OC
← 99E →
SOUTH
IN-BOUND
BRIDGE
To Gladstone
ENTRANCE
NORTH
BOUND
R/W
PROPOSED ACCESS ROAD & UNDER XING
ENGR. STA 34+00

LAMETTE
RIVER


WILLAMETTE
RIV


OREGON CITY
TREATMENT PLANT
R/W ⅊
120'
U.S. 99E 4 LANE HWY.
R/W ⅊
TO
OC
← 99E →
← SOUTH
→ ENTRANC

8/11

AGENDA
AUG 11 1955

July 29, 1955

Mr. E. L. Wyrick
Chicken in the Rough
Gladstone, Oregon

Dear Mr. Wyrick:

In our telephone conversation yesterday you requested an appointment with the State Highway Commission for a group representing the Oregon City and Gladstone Chambers of Commerce to discuss further your previous request for construction of a traffic interchange on U.S. 99E at its connection with the roadway which leads to Clackamas River Park at the confluence of the Clackamas and Willamette Rivers just south of Oregon City. I told you at that time that the next regular meeting of the Commission was scheduled to be held in Portland on Thursday and Friday, August 11 and 12, and that delegations would be heard on the second day, Friday, August 12. I also told you that I was reserving 15 minutes of time on August 12 for the convenience of your group, starting at 11:15 A.M. This note is simply to confirm the appointment.

This meeting of the Highway Commission will be held in Portland and the meeting place is in the Green Room on the first floor of the Imperial Hotel.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

HBG:ig

cc: Commissioners
Mr. R. H. Baldock

11:15 AM
August 12, 55

D

4-L
6-30-55

R.L.
Bob Wyrick
~~[illegible]~~ Gladstone
~~[illegible]~~ chief [illegible]

Report OC [illegible]
Gladstone [illegible]

11:15 AM
aug 12

[illegible] underpass just
south of bridge at Gladstone

, 1955

ce

your letter of March 14, 1955,
tate Highway Engineer, in which
you term a very dangerous
at the entrance to Clackamas River
er bridge, caused by an increase
m the park. You suggest as a solu-
of an underpass between the old

vestigation made of the conditions
d the findings to the State Highway
eeting. He estimated the cost of
gave as his feeling that the ex-
present time. In view of the report
way clear to approve your project
ted me to inform you accordingly.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

HBG:ig

4-L
6-21-55

July 26, 1955

Mr. Merle Brown, President
Oregon City Chamber of Commerce
Oregon City, Oregon

Dear Mr. Brown:

Reference is made to your letter of March 14, 1955, directed to Mr. R. H. Baldock, State Highway Engineer, in which you bring to his attention ~~and which~~ you term a very dangerous condition which exists on US 99 E at the entrance to Clackamas River Park just South of Clackamas River bridge, caused by an increase in the volume of traffic to and from the park. You suggest as a solution of this problem improvement of an underpass between the old Seavey hop yard and the park.

Mr. Baldock had an investigation made of the conditions obtaining at this point and reported the findings to the State Highway Commission at its last regular meeting. He estimated the cost of traffic interchange at $17,000 and gave as his feeling that the expenditure is not warranted at the present time. In view of the report the Commission could not see its way clear to approve your project for early undertaking, and instructed me to inform you accordingly.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

HBG:ig

RECEIVED
JUL 18 1955
FOR FILING

July 15, 1955

Mr. Merle Brown, President
Oregon City Chamber of Commerce
Oregon City, Oregon

Dear Mr. Brown:

In answer to your letter of July 13, advise that we made an investigation of the proposed underpass on US99E to the new Clackamas River Park and found that to build the interchange would cost about $17,000, which I could not recommend to the Highway Commission that we do because of the limited use of such a facility at this time.

If you would like to appear before the Commission yourself, the next meeting will be on August 12.

Very truly yours,

R. H. Baldock
State Highway Engineer

RHB:hi

OREGON CITY
CHAMBER OF COMMERCE

*Historic*

*Oregon City*
*Oregon*

July 13, 1955

Mr. R. H. Baldock,
State Highway Engineer,
Salem, Oregon.

Dear Mr. Baldock:

Referring to my letter of March 14 and your answer of March 17 regarding under-pass on US99E to the new Clackamas River Park.

Several weeks ago a State Highway Surveyor investigated the feasibility of such a project and we would like very much to be brought up to date regarding his report in order to pass the information on to our River Park Committee.

Yours very truly,

Merle Brown

Merle Brown, President

MB:Y

RECEIVED
JUL 1[illegible] 1955
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
JUN 28 1955
FOR FILING

June 27, 1955

Oregon State Highway Commission

Gentlemen:

Attached is a copy of a letter received from Merle Brown, President of the Oregon City Chamber of Commerce, which you will find self-explanatory.

We have made an investigation of providing the traffic interchange requested, and we find that the cost is $17,000. In my estimation expenditure of this amount is not warranted due to the small benefits that would be derived.

I recommend that the request be denied.

Very truly yours,

R. H. Baldock
State Highway Engineer

Attachment

cc Mr. F. B. Crandall

WCW:me 1g

RM E-30 25M 9-51 82318

**OREGON STATE HIGHWAY DEPARTMENT**

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
June 13, 1955

SUBJECT: US99E - Clackamas River Vicinity
North of Oregon City
Assignment WCW 5738

To: W. C. Williams
Deputy State Highway Engineer
Office

On the above indicated assignment, as an outgrowth of a letter from Mr. Merle Brown, President of the Oregon City Chamber of Commerce, dated March 14th last, investigation was made looking to some treatment on US99E south of Clackamas River as would care for movement to and from the river on the part of picnickers, fishermen, et cetera, without cross traffic.

Accident-wise during the period of January 1, 1950 to April 30, 1955 there were eleven reported accidents on US99E between the two intersections forming the existing access to Clackamas River Park, all of which accidents were restricted to property damage.

Due to the recreational nature of people moving to and from Clackamas River Park, traffic is sporadic and it would be impossible to obtain an actual count. Mr. Johnson has indicated that during steelhead season he once counted some fifty vehicles in the park, based on which it is probable that daily movement to Park Avenue during fishing season would run to some 150 cars. Further, the park is being progressively improved and is attracting picnicking groups during the summer months.

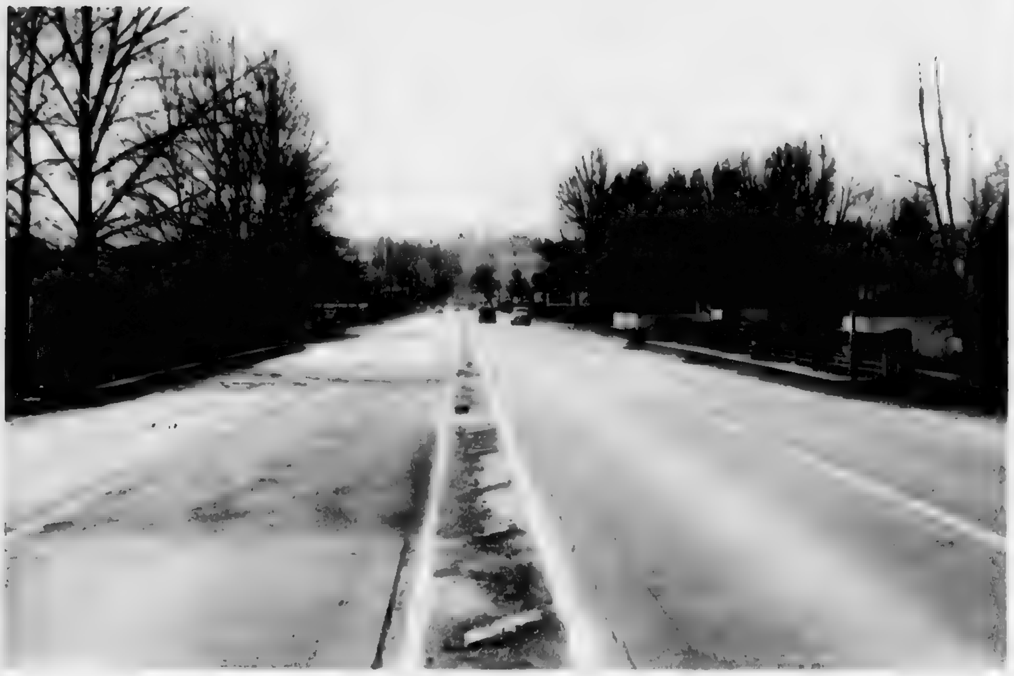
Attached herewith is a plan of treatment as would eliminate the left-turn movement off the highway destined for the park area, at an estimated cost of $17,000. This plan would take advantage of the existing relief bridge to serve as an underpass. Traffic-wise the plan is one which would clean things up a bit. However, whether or not it is worth $17,000 I am not quite sure in my own mind. I would be glad to discuss this with you at greater length.

F B Crandall
F. B. Crandall
Traffic Engineer

FBC:jr
Attachment
cc - Forrest Cooper

RECEIVED
JUN 14 1955
OFFICE OF
STATE HIGHWAY ENGINEER

NOTED
W. C. WILLIAMS



1

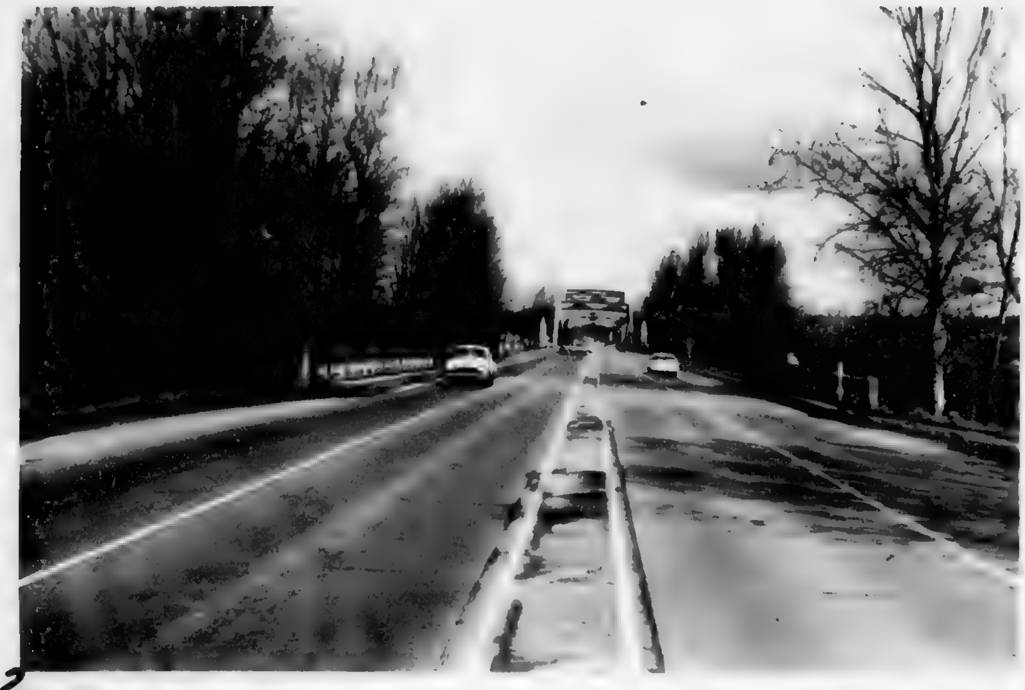
2

3

4

TYPICAL VIEWS
Proposed Underpass - North of Oregon City

1. Looking south on US99W from 100 feet north of underpass.
2. Looking north on US99W from 100 feet south of underpass.
3. Looking east at proposed underpass.
4. Looking west at proposed underpass.



2

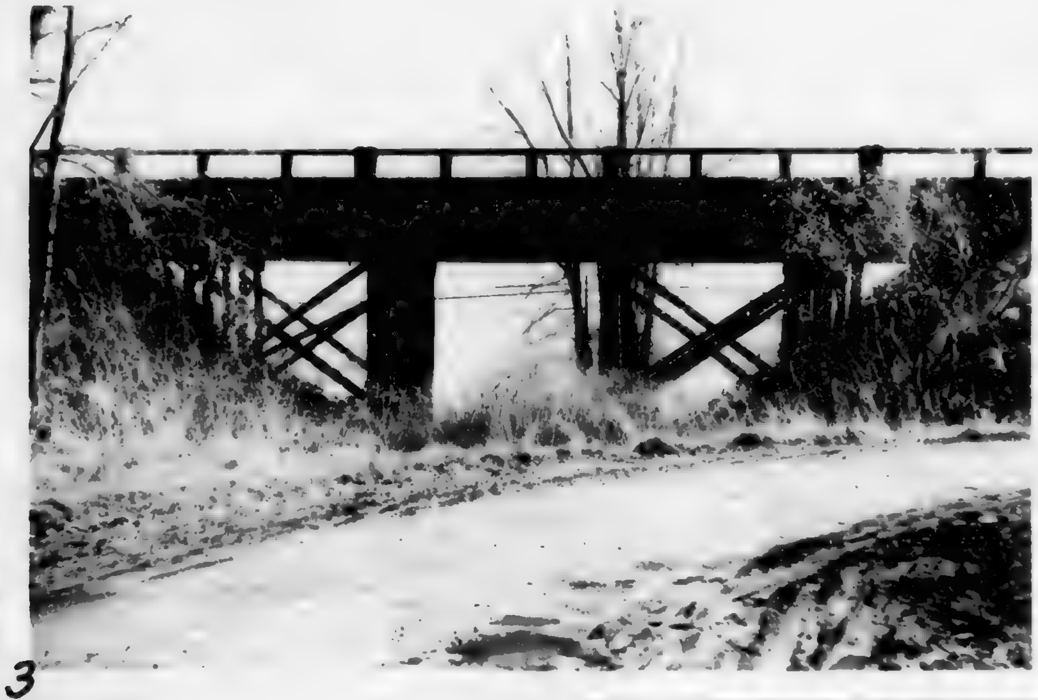
3

4

TYPICAL VIEWS

Proposed Underpass - North of Oregon City

1. Looking south on US99W from 100 feet north of underpass.
2. Looking north on US99W from 100 feet south of underpass.
3. Looking east at proposed underpass.
4. Looking west at proposed underpass.

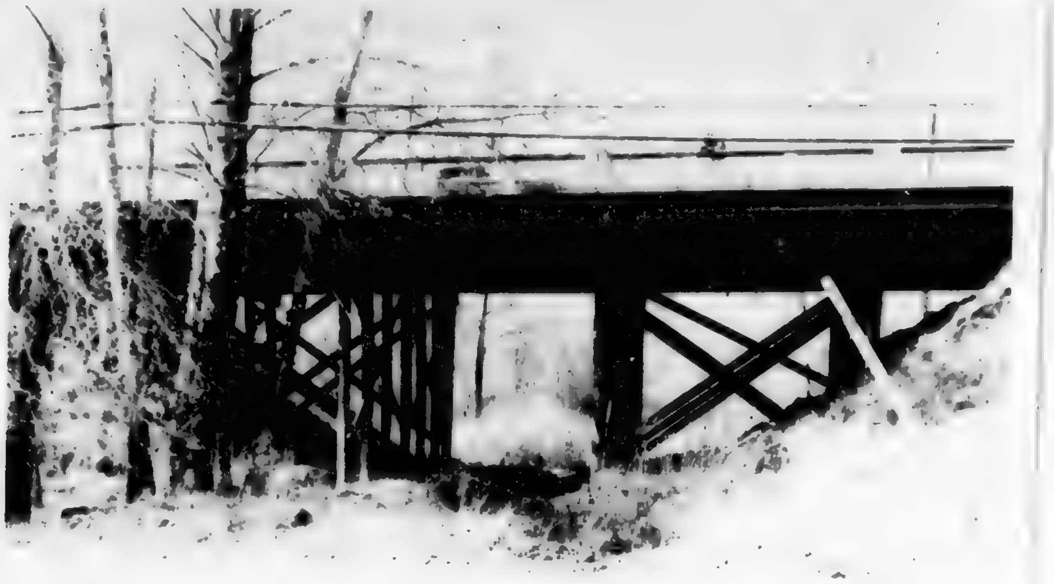


3

4

TYPICAL VIEWS
Proposed Underpass - North of Oregon City

1. Looking south on US99W from 100 feet north of underpass.
2. Looking north on US99W from 100 feet south of underpass.
3. Looking east at proposed underpass.
4. Looking west at proposed underpass.



4

TYPICAL VIEWS
Proposed Underpass - North of Oregon City

1. Looking south on US99W from 100 feet north of underpass.
2. Looking north on US99W from 100 feet south of underpass.
3. Looking east at proposed underpass.
4. Looking west at proposed underpass.

RECEIVED
MAR 18 1955
FOR FILING

March 17, 1955

Mr. Merle Brown, President
Oregon City Chamber of Commerce
Oregon City, Oregon

Dear Sir:

In response to your communication of March 14, we will have an investigation made of the problem you outline with reference to a connection for traffic between US99E and the Clackamas River Park. As soon as we have more information available, we will contact you again.

Very truly yours,

R. H. Baldock
State Highway Engineer

RHB:hi
cc Mr. W. C. Williams:
Please arrange to do it.

OREGON CITY
CHAMBER OF COMMERCE

*Historic*
*Oregon City*
*Oregon*

March 14, 1955

PLEASE RETURN TO
W. C. WILLIAMS

Mr. R. H. Baldock
State Highway Engineer
Highway Department Building
Salem, Oregon

Dear Sir:

Since improvements have recently been made at the Clackamas River Park at the confluence of the Clackamas and Willamette Rivers, visitors have increased to such a degree that traffic has become very dangerous to and from Highway 99E just south of the Clackamas River bridge.

We believe that this problem can be solved with little expense by your Highway Department because there is already a bridge over an unimproved underpass between the old Seavey hop yard and the new park. We think this present underpass could be widened for two lanes of traffic by bracing, and ingress and egress roads on the south side of 99E could be constructed to complete a partial cloverleaf with the two roads now north of the highway.

We will appreciate hearing from you and hope that you can find time to visit us soon for discussion of this problem with out River Park Committee.

RECEIVED
MAR 15 1955
OFFICE OF
STATE HIGHWAY ENGINEER

Very truly yours,

Merle Brown

Merle Brown, President
Oregon City Chamber of Commerce

RECEIVED
MAR 21 [illegible]
TRAFFIC ENGINEER

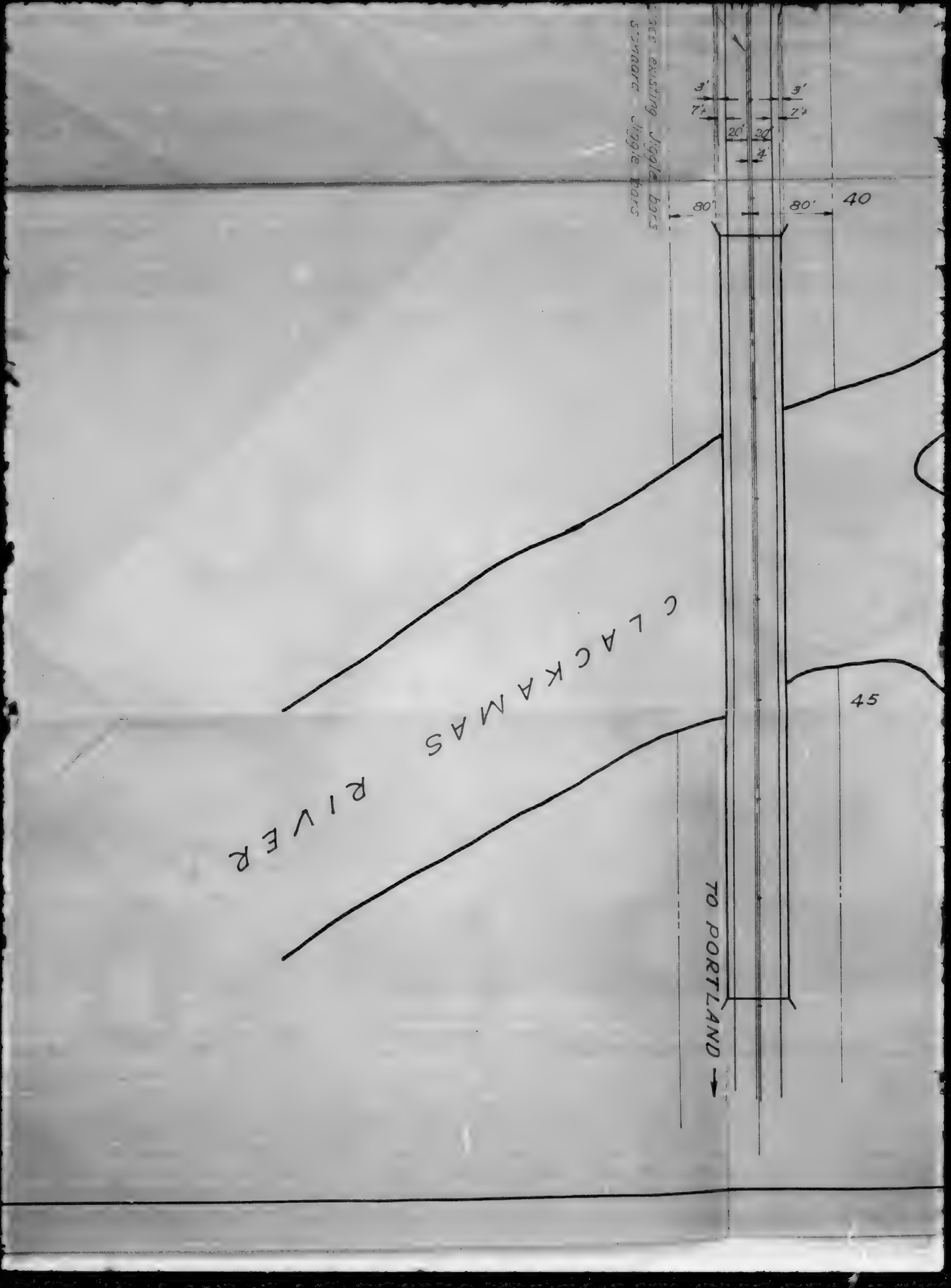
H/MY
c: Robert Wyrick
[illegible]

OREGON STATE HIGHWAY DEPARTMENT
TRAFFIC ENGINEERING DIVISION

# PROPOSED ACCESS

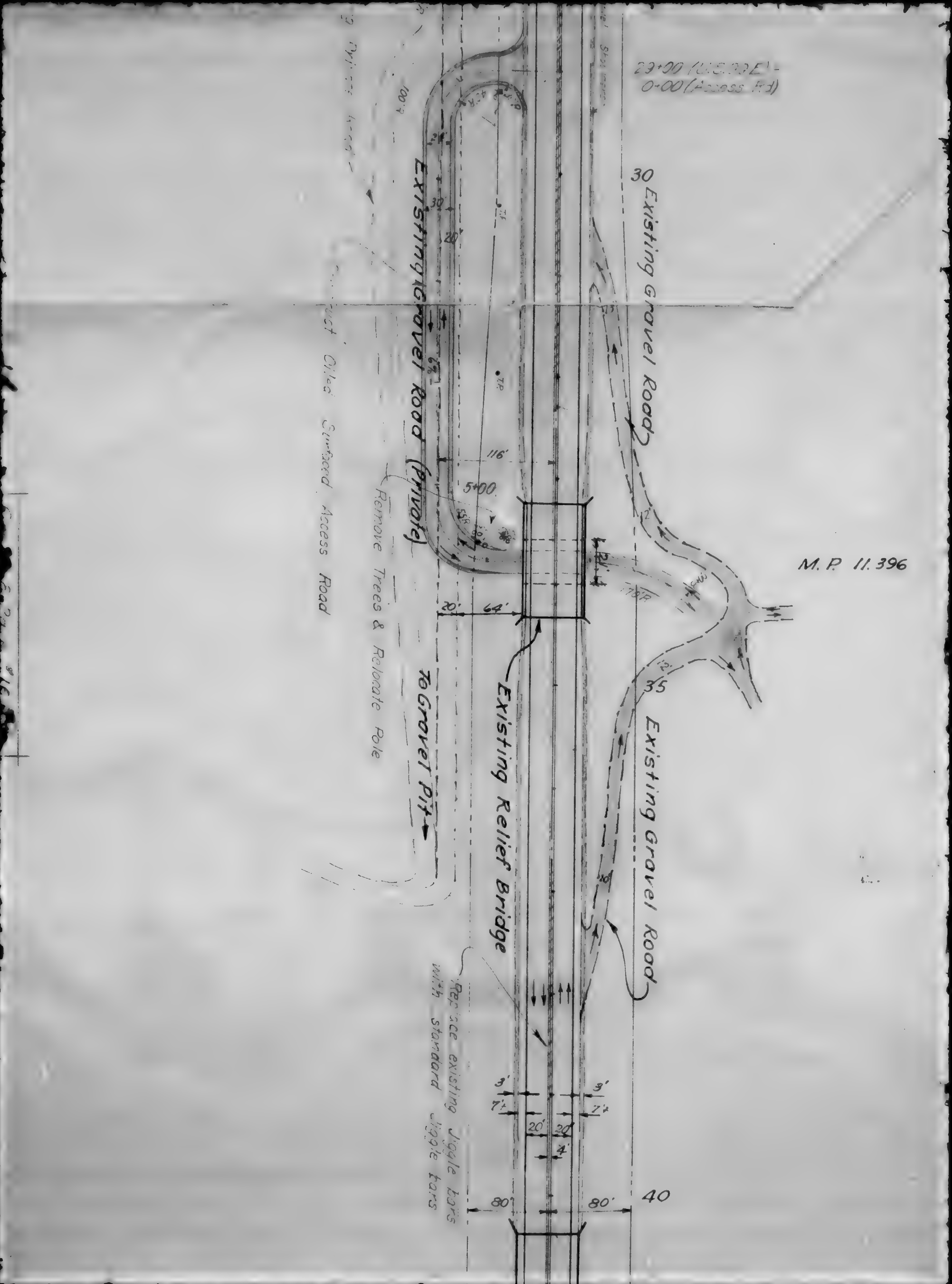
## Clackamas River Park

Pacific Highway East
US 99E Rd. No. 1E M.P. 11.396
Scale: 1" = 100' Date: Apr. 1955

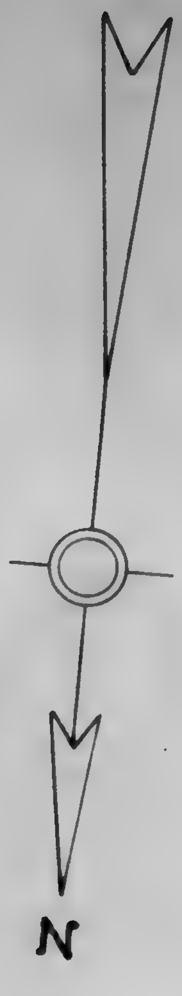

ace existing jiggle bars
standard jiggle bars
7½'
7½'
CLACKAMAS RIVER
TO PORTLAND →

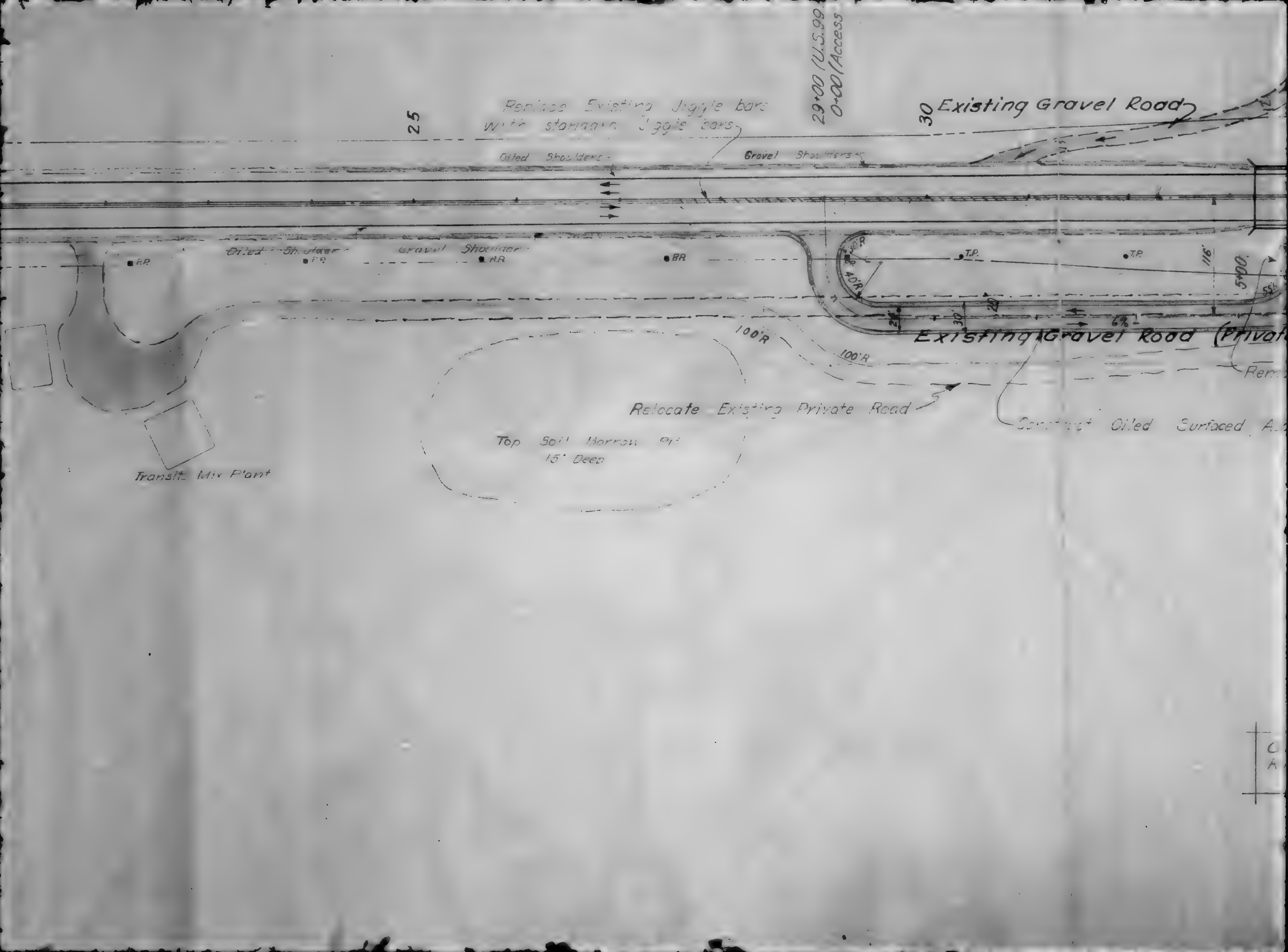
AMAS RIVER

| | |
|---|---|
| Grade & Pave | $16,000 |
| [illegible] | 1,000 |
| Total | $17,000 |


23+00 (U.S.99E) = 0+00 (Access Rd)
30
Existing Gravel Road
Existing Gravel Road (Private)
100'
30'
20'
6%
116'
5+00
20'
64'
Remove Trees & Relocate Pole
Oiled Surfaced Access Road
To Gravel Pit
Existing Relief Bridge
M.P. 11.396
35
Existing Gravel Road
Replace existing jiggle bars with standard jiggle bars
3'
3'
7½'
7½'
20'
20'
4'
80'
80'
40

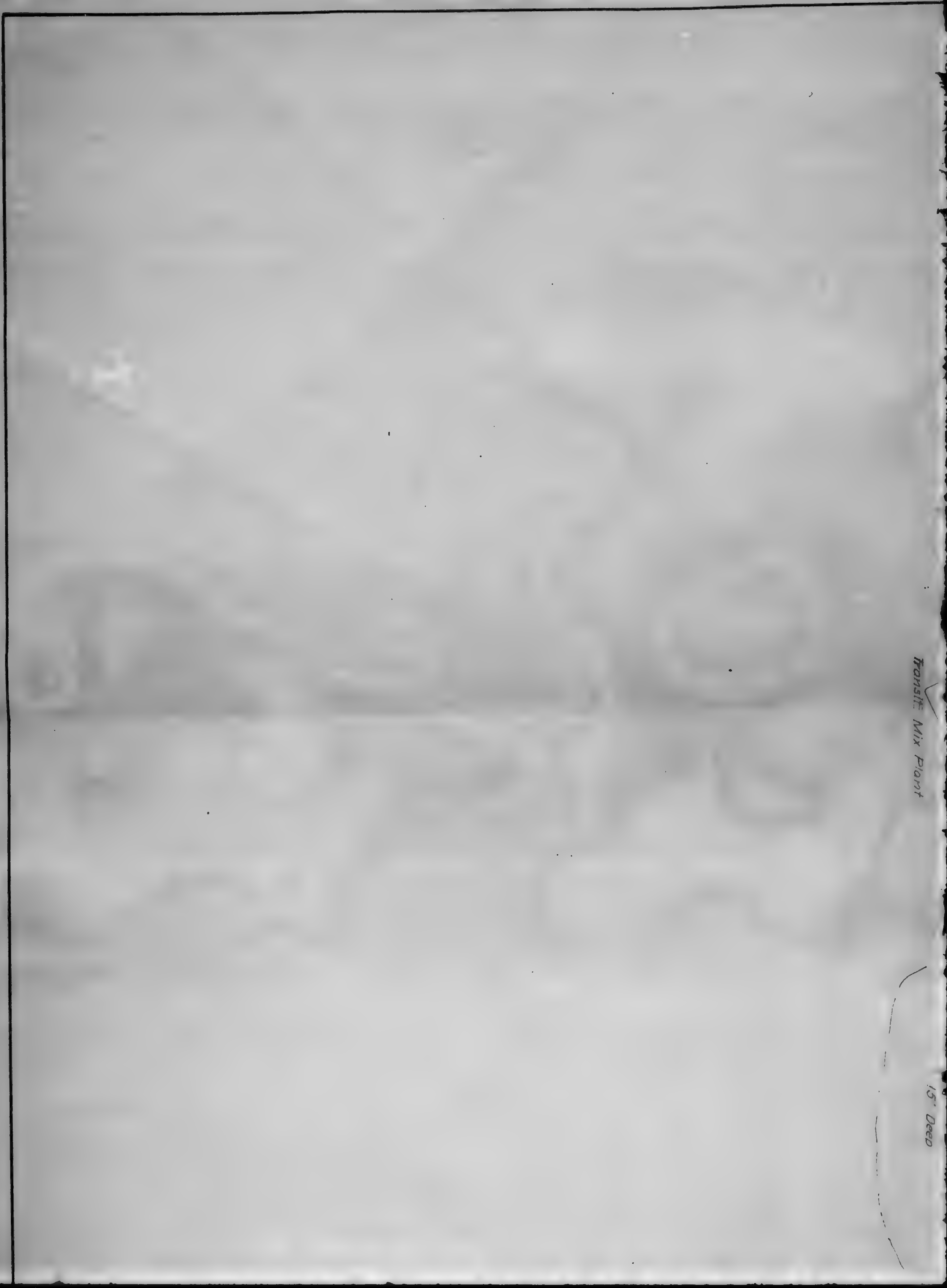
M.P. 11.396

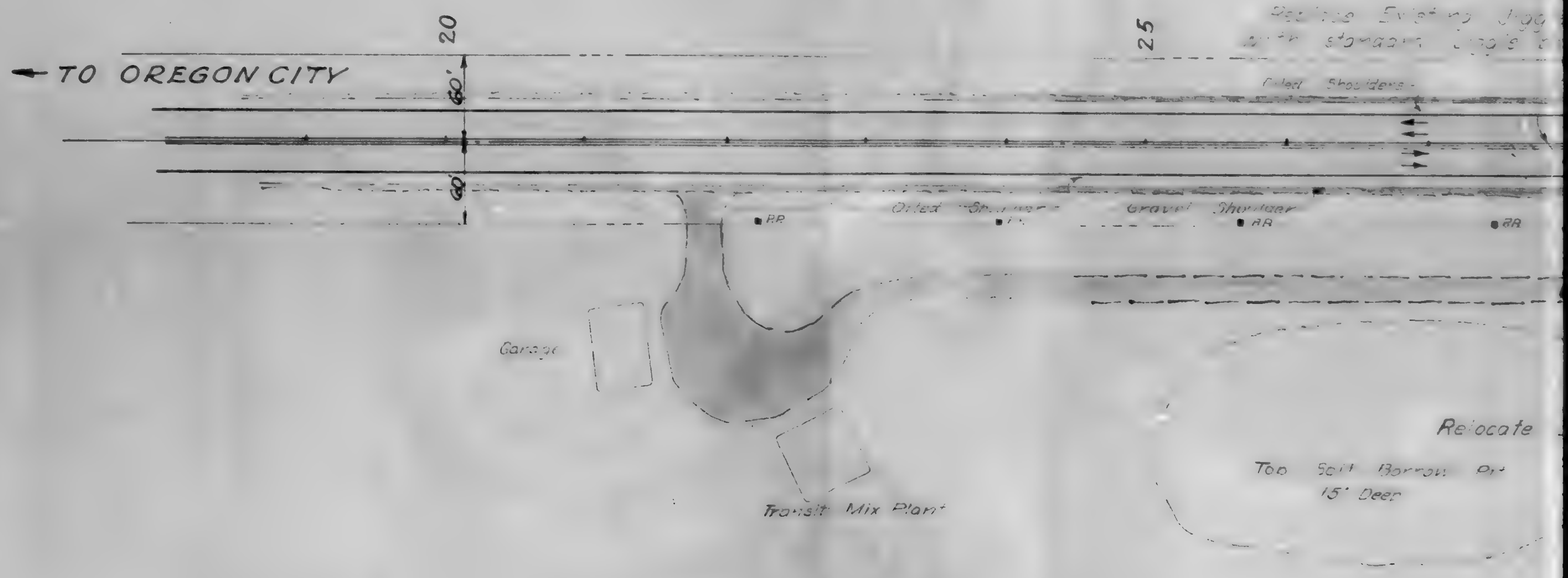

N


25
Replace Existing Jiggle bars
with standard Jiggle bars
29+00 (U.S.99
0+00 (Access
30
Existing Gravel Road
Oiled Shoulders
Gravel Shoulders
Oiled Shoulder
Gravel Shoulder
R.R.
R.R.
R.R.
R.R.
T.P.
T.P.
30'R
40'R
116'
5+00
20
30
24
6%
100'R
100'R
Existing Gravel Road (Privat
Rem
Relocate Existing Private Road
Construct Oiled Surfaced A
Top Soil Borrow Pit
15' Deep
Transit Mix Plant

Transit Mix Plant
Deep
Grade
Rvw
Tot

Transit Mix Plant
15' Deep
Grade
R/W
Tota


Transit Mix Plant
15' Deep


← TO OREGON CITY
20
25
60'
60'
Replace Existing
with standard
Oiled Shoulders
Oiled Shoulder
Gravel Shoulder
RR
RR
RR
RR
Garage
Transit Mix Plant
Relocate
Top Soil Borrow Pit
15' Deep

N

330-1710 Hermiston (Orchard Ave.) 1956

4738

Form A-150—10M—9-55

NOTED
Harold C. Ayers

## INVOICE

## Oregon State Highway Department

SALEM, OREGON

RECEIVED
2? 1956

NOTED

City of Hermiston
Hermiston, Oregon

Attn: Mrs. Matilda Russell, City Recorder

Invoice No. 48971
Date December 28, 1956
Your Req. No.
Billing Request No. cc-293
Credit distribution: 330-1710-295

---

Final billing city's share of total cost of Orchard Ave. paving project, City of Hermiston, Contract No. 473[illegible], covered by agreement dated May 2, 1956.

| | | | |
|---|---|---|---|
| | Advance deposit | | 1,200.00 |
| Total cost as per attached | | 1[illegible],[illegible]38.39 | |
| Agreed State share | | 11,000.00 | |
| Balance due from City | | | None |
| | To be refunded | | $1,200.00 |

NOTED
C. G. SWENSON

NOTED
JOHN D. GRAHAM

ACKNOWLEDGMENT OF BILLING REQUEST

Cash Received with Request: $
By

State Printing 88944

---

Clarence G. Swenson
Acting Engineer, County & City Relations

ECA:te
Att.

NOTED
C. G. SWENSON

NOTED
JOHN D. GRAHAM

NOTED
Harold C. Ayers

December 27, 1956

Mrs. Mathilda Russell
City Recorder
Hermiston, Oregon

NOTED
J. F. [illegible]

Dear Mrs. Russell:

Final costs on the Special City Allotment project on Orchard Avenue are now available, and as shown on the attached statement, the project did not cost over $15,000., which was the agreed State share. Therefore, the advance deposit made by the city in the amount of $1,200. is to be refunded by the State. A check for this amount will be forwarded by our Accounting Division within the next few days.

Very truly yours,

W. C. Williams
State Highway Engineer

By

Clarence G. Swenson
Acting Engineer, County & City Relations

HCA:te
Att.

NOTED
C. G. SWENSON

NOTED
JOHN [illegible]

ORGOON STATE HIGHWAY DEPARTMENT STATEMENT OF FINAL COSTS

HERMISTON CITY ALLOTMENT PROJECT
CONTRACT NO. 4738
Paving on Orchard Avenue.

December 28, 1956

PAYMENTS TO CONTRACTOR

| Items | Quantity | @ | Total |
|---|---|---|---|
| 1. Hauling & placing bottom course material | 1780 cuyds. | $ 1.50 | $ 2,670.00 |
| 2. 3/4"-0 material in base | 330 " | 3.00 | 990.00 |
| 3. Sprinkling | 84.7 M/gal. | 2.00 | 169.40 |
| 4. Asphaltic concrete mixture | 1244.65 tons | 6.00 | 7,467.90 |
| 5. 85-100 asphalt in mixture | 68.021 " | 35.00 | 2,380.74 |
| | Subtotal, Contract Items... | | $13,678.04 |
| | Construction Engineering... | | 1,046.73 |
| | Survey................... | | 113.62 |
| | TOTAL COST................... | | $14,838.39 |
| | Agreed State Share.......... | | $15,000.00 |
| | City Advance Deposit....... | | $ 1,200.00 |
| | REFUND DUE CITY............... | | $ 1,200.00 |

W C Williams

1 330-1710
4738

A

W. C. WILLIAMS August 30th, 1956

FINAL COST ANALYSIS

Hermiston (Orchard Avenue) Paving City Street
Contract #4738 Russell Olson Construction Co., Inc., Contractor Prefix 330-1710
C. C. McKinney, Resident Engineer

| Item | Quantity | Unit | Unit Bid | Unit Cost | Total Cost | Gross Revenue |
|---|---|---|---|---|---|---|
| Hauling & Placing Bottom Course Base Material | 1,780 | Cu. Yd. | $ 1.50 | $ 1.31 | $ 2,328.44 | $ 2,670.00 |
| 3/4"-0 Material in Base | 330 | " " | 3.00 | 2.91 | 959.68 | 990.00 |
| Sprinkling | 84.7 | M/Gal. | 2.00 | 0.99 | 83.87 | 169.40 |
| Asphaltic Concrete Mixture | 1,244.65 | Ton | 6.00 | 4.60 | 5,729.86 | 7,467.90 |
| 85-100 Asphalt in Mixture | 68.021 | " | 35.00 | 31.10 | 2,115.45 | 2,380.74 |
| | | | | | $11,217.30 | $13,678.04 |

| | |
|---|---|
| Gross Revenue | $13,678.04 |
| Total Cost | 11,217.30 |
| Net Profit | $ 2,460.74 |

Net Profit Equals 17.99% of Gross Revenue

## Detail of Cost

| | | | |
|---|---|---|---|
| Labor: | | | |
| Labor & Supervision | | $2,917.40 | |
| Labor Insurance | | 198.45 | |
| | | | $3,115.85 |
| Materials: | | | |
| 85-100 Asphalt | 68.021 Tons at $23.50 | $1,598.49 | |
| Freight on Asphalt | 68.021 " " 7.60 | 516.96 | |
| Fuel Oil | | 85.47 | |
| Aggregates | | 2,146.05 | |
| | | | 4,346.97 |
| Equipment Rental & Misc. Supplies: | | | |
| Equipment Rental, Owned | | $1,357.48 | |
| " " , Hired | | 1,516.42 | |
| Gas, Oil & Grease | | 446.70 | |
| Freight & Cartage | | 242.26 | |
| Bond | | 70.67 | |
| Small Tools & Misc. Supplies | | 27.15 | |
| Home Office & General Overhead | | 93.80 | |
| | | | 3,754.48 |
| Total Cost . . . . . . . . . . . . . . . . . . . . . . | | | $11,217.30 |

Remarks:

This was a "City Project" calling for the construction of 0.32 mile of stone base and asphaltic concrete wearing surface on Orchard Avenue in the city of Hermiston in Umatilla County.

This project was bid June 4th, 1956 and awarded June 11th. Work started June 12th and was completed June 21st, 1956.

The contractor moved in June 12th and started hauling and placing base material using the following equipment: five 5-yard trucks, one #12 blade, one 3/8-yard shovel, one 2-yard cat loader, one tandem roller and two 10-yard and three 5-yard hired trucks hauling material from state-owned stockpile located in Umatilla. The 3/4"-0 material in base, purchased from Jones-Scott & Co. of Umatilla for $1.60 per cu. yd., was hauled and placed by the same equipment. This being completed June 16th, the Pioneer continuous mix plant moved into Umatilla and set up at Jones-Scott & Co., who furnished the aggregate for the asphaltic concrete for $1.30 per ton, and started paving June 18th and was completed June 21st.

The contractor, having good supervision, equipment and bid prices, was able to show a large profit.

M. N. Juve
Chief Cost Analyst

By . . C. E. Layton

330-1710
4735

OREGON STATE HIGHWAY DEPARTMENT
(date)
August 7, 1956

| | | |
|---|---|---|
| (CONTRACT NO.) | (EST. NO.) | (CONTRACTOR) |
| 4738 | 2-Final | Russell Olson Construction Co., Inc. |

| | | | |
|---|---|---|---|
| (VOUCHER NO.) | (WARRANT NO.) | (AMOUNT) | (DATE) |
| 16428 | R-157552 | $ 500.00 | 8/7/56 |

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

Ruth Rawlings
ACCOUNTING DIVISION

---

Specified completion Date: Aug. 15, 1956

Time Extensions: None

Completion Date: June 21, 1956

Date Accepted: July 12, 1956

Penalties: None of record

Claims: None of record

Remarks:

---

Date: 8-9-56

To the Accounting Division:

Release of the above warrant is hereby authorized

H B Glaisyer
H. B. Glaisyer
Secretary

Warrant Mailed: AUG 9 1956
Ruth Rawlings

[illegible] ON CARD
gl

330 - 1710
4735

OREGON STATE HIGHWAY DEPARTMENT
(date)
August 7, 1956

| | | | |
|---|---|---|---|
| (CONTRACT NO.) | (EST. NO.) | (CONTRACTOR) | |
| 4738 | 2-Final | Russell Olson Construction Co., Inc. | |
| (VOUCHER NO.) | (WARRANT NO.) | (AMOUNT) | (DATE) |
| 16428 | B-157552 | $ 500.00 | 8/7/56 |

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ACCOUNTING DIVISION

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Specified completion Date: Aug. 15, 1956

Time Extensions: None

Completion Date: June 21, 1956

Date Accepted: July 12, 1956

Penalties: None of record

Claims: None of record

Remarks:

---

Date: 8-9-56

To the Accounting Division:

Release of the above warrant is hereby authorized

H. B. Glaisyer
H. B. Glaisyer
Secretary

Warrant Mailed: AUG 9 1956
Ruth Rawlings

ED ON CARD
gl

55-110

55-88

RECEIVED
JUL 30 1956
FOR FILING

330-1910

4738

July 30, 1956

CERTIFIED MAIL

The Home Indemnity Company
L. M. Thompson, Mgr.,
520 Lumbermens Bldg.,
Portland 4, Oregon

Dear Sir:

State Highway contract No. 4738 for work performed on the City Street project in Hermiston, Umatilla County was completed by the contractor, Russell Olsen Construction Co., Inc., on June 21, 1956, and was formally accepted by the Highway Commission on July 12, 1956.

Final payment in the amount of $500.00 will be released to the contractor on or after August 9, 1956. The total contract amount is $13,678.04, and no force account work was performed on the project.

The State is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the State assumes no responsibility for such claims should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor on this project.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

dc

NOTED ON CARD

July 18, 1956

NOTED
Harold C. Ayers

Mr. A. W. Coleman
City Recorder
Hermiston, Oregon

NOTED
J. F. HAGEMANN

Dear Sir:

This is to advise you that work on Contract No. 4738 with Russell Olsen Construction Co., Inc., for paving Orchard Avenue in Hermiston was completed on June 21, 1956.

Under the terms of the agreement dated May 2, 1956, the City assumed maintenance of and continued jurisdiction over the above project as of the date of completion.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

John W. Cattrall
Engineer, County and City Relations

JDG:mm

A

RECEIVED
JUL 12 1956
FOR FILING

330-1710

4738

July 11, 1956

CERTIFIED MAIL

The Home Indemnity Company
L. M. Thompson, Manager
520 Lumbermens Bldg.
Portland 4, Oregon

Dear Sir:

The State Highway Commission is prepared to release semi-final payment to Russell Olson Construction Co.,Inc. on contract No. 4738, for paving on the Hermiston (Orchard Avenue) City Street Section in Umatilla County. This payment, in the amount of $13,178.04, will be released to the contractor on or after July 21, 1956. The retained percentage is $500.00.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

NOTED ON CARD

Form E-1-[illegible]

C[illegible]GON STATE HIGHWAY DEPARTM[illegible]T

330-1710
4738

# Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending June 30, 1956, 19

Section Hermiston ( Orchard Ave. )
Highway City Street
Contractor Russell Olson Construction Co. Inc.
Date of contract 6/11/56, 19
Date work started 6/12/56, 19
Project authorization $ 16,013.25
Exclusive of Engineering $ 14,874.53

Kind of work Paving
Section prefix 330-1710
Contract number 4738
Date of completion 8/15/56, 19
Estimated date of completion, 19
Per cent of time elapsed 17 %

Estimated cost of completed project, exclusive of engineering $ 13,678.04
Estimated per cent underrun 3 %
Per cent of contract completed, based on total contract price 100 %
Engineering authorization $ 1138.72
Engineering cost to date $ 1120.40, 98 %
Date project was completed June 21, 1956, 19

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

The Final Estimate and Support data was forwarded
June 28 .

NOTED
L. H. Young

NOTED
FORREST COOPER

NOTED
W. T. WRIGHT

RECEIVED
[illegible]
OFFICE OF
CONSTRUCTION ENGINEER

Signed

Address P.O.Box 542, Hermiston

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

NOTED
V. D. WOLFE

State Printing 92073

|  | GRADING | SURFACING | MAINTENANCE MATERIALS | OIL AND BITUMINOUS MACADAM | PAVING |
|---|---|---|---|---|---|
| Miles in project |  | 0.32 |  |  | 0.32 |
| Miles partially completed |  |  |  |  |  |
| Miles completed |  | 0.32 |  |  | 0.32 |
| Total estimated quantities (contract) |  | 2120 |  |  | 1260 Tons |
| Total quantities corrected to date |  | 2110 |  |  | 1245 |
| Estimated quantities moved or placed to date |  | 2110 |  |  | 1245 |
| Average daily quantities |  |  |  |  |  |
| Average daily quantities necessary to complete project on time |  |  |  |  |  |
| Number shifts per day |  |  |  |  |  |
| Hours per shift |  |  |  |  |  |

Average force on project for week

Men

Supervision

Men and trucks under 3 tons

Men and trucks over 3 tons

Men and tractors

Equipment used during week: Shovels .........., Power graders .........., Rollers .........., Mixers .........., Crushing or screening plants ..........

Compressors .........., Bulldozers .........., Compaction rollers .........., . . . . .........., . . . . .........., . . . . ..........

|  | WEATHER | HRS. DELAY | CAUSE OF DELAY |
|---|---|---|---|
| Sunday |  |  |  |
| Monday |  |  |  |
| Tuesday |  |  |  |
| Wednesday |  |  |  |
| Thursday |  |  |  |
| Friday |  |  |  |
| Saturday |  |  |  |

RECEIVED
JUN 26 1956
FOR FILING

[illegible]

4735

June 26, 1956

Russell Olson Construction Co.,Inc.
P. O. Box 272
Pendleton, Oregon

Gentlemen:

We enclose herewith for your files a fully executed copy each of two contracts awarded to you by the State Highway Commission, as follows:

Contract No. 4706, for reoiling on the Ironside-Lancaster Section of the John Day Highway in Malheur County.

Contract No. 4736, for paving on the Hermiston (Orchard Avenue) Section in Umatilla County.

Copies of these contracts are also being sent to the surety on your performance bonds.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encls.

RECEIVED
JUN 28 1956
FOR FILING
[illegible]
2-5

June 11, 1956

Russell Olson Constr. Co., Inc.
P. O. Box 272
Pendleton, Oregon

Gentlemen:

The State Highway Commission on June 4, 1956 accepted your proposal for the Hermiston (Orchard Ave.) Paving Project in Umatilla County for the sum of $14,134.00 and referred it to the State Highway Engineer with authority to award the contract to you as soon as certain conditions had been fulfilled. This note is to inform you that such conditions have now been satisfied and that the State Highway Engineer today awarded you the contract in conformity with the Commission's authorization. This project has been assigned Contract No. 4738.

Contract forms are now being prepared in this office and will be mailed to you shortly for execution.

This confirms my wire to you of this date.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

blm
cc: Pacific Builder & Engineer, Inc.
2418 Third Ave.
Seattle 1, Washington

Attn. Dorothy McCormack

R. G. Savage, SIAC
Forrest Cooper
S. H. Probert

NOTED
J. Mc C.

| DOMESTIC SERVICE | |
|---|---|
| Check the class of service desired; otherwise this message will be sent as a fast telegram | |
| TELEGRAM | |
| DAY LETTER | |
| NIGHT LETTER | |

$ S E

# WESTERN UNION
## TELEGRAM
W. P. MARSHALL, PRESIDENT

1206 (4-55)

| INTERNATIONAL SERVICE | |
|---|---|
| Check the class of service desired; otherwise the message will be sent at the full rate | |
| FULL RATE | |
| LETTER TELEGRAM | |
| SHORE-SHIP | |

| NO. WDS.-CL. OF SVC. | PD. OR COLL. | CASH NO. | CHARGE TO THE ACCOUNT OF | TIME FILED |
|---|---|---|---|---|
| | | | | |

*Send the following message, subject to the terms on back hereof, which are hereby agreed to*

Salem, Oregon
June 11, 1956
4:05 p.m.

**Russell Olson Construction Co., Inc.**
**Pendleton, Oregon**

**Contract for Hermiston (Orchard Avenue) Paving Project in Umatilla County for which you submitted low bid on June 4, 1956 awarded you today. Contract forms follow shortly.**

**H. B. Glaisyer, Secretary**
**OREGON STATE HIGHWAY COMM.**

cc: Confirmation
C. W. Head
Accounting (5003-900)
✓Files

H. C. Ayers
Field Engr., County & City Relations

HCA:mm
Att.

cc: G. S. Paxson ✓
S. H. Probert

RECEIVED
JUN 8 1956
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
JUN 21 1956
FOR FILING

FORM E-30X—50,000—10-54—79484

[illegible]

[illegible]

# OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
June 8, 1956

SUBJECT: Advance Deposit
Special City Allotment Project (1956)
City of Hermiston

To: Mr. C. H. Maison
O F F I C E

NOTED
C. S. PAXSON

Attached is City of Hermiston check in the amount of $1,200 which represents the city's share of the total estimated cost of the Special City Allotment project on Orchard Avenue.

This project is now ready for award of a contract.

H. C. Ayers
Field Engr., County & City Relations

HCA:mm
Att.

cc: G. S. Paxson
S. H. Probert

RECEIVED
JUN 8 1956
OFFICE OF
STATE HIGHWAY ENGINEER

NOTED
Harold C. Ayers

June 6, 1956

Mrs. Mathilda Russell
City Recorder
Hermiston, Oregon

NOTED
J. W. CATTRALL

J. F. [illegible]

Dear Madam:

On June 4, 1956 the State Highway Commission received bids on the Orchard Avenue paving project in Hermiston. The low bid was submitted by Russell Olson Construction Company and the revised estimate based on this bid is as follows:

| | |
|---|---|
| Contract Items | $14,134.00 |
| Flagging | 100.00 |
| Engineering & Contingencies | 1,779.25 |
| Survey | 200.00 |
| Total..... | $16,213.25 |

As per the agreement executed by the City and State the City is to pay all costs in excess of $15,000 and is to make this payment by means of an advance deposit. If the City wishes to proceed with this project an advance deposit of $1,200 is required. Please make this deposit by means of a check made payable to the Oregon State Highway Commission.

Your immediate attention to this matter will be appreciated as a contract cannot be awarded until the deposit is in our hands.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

John W. Cattrall
Engineer, County and City Relations

HCA:mm

RECEIVED
JUN 1 - 1956
FOR FILING

| |
|---|
| 336-1710 |
| |
| 4738 |

file

Salem, Oregon
May 31, 1956

[illegible] 117

$250,000. Fund Agreement (1956)
Hermiston

Mr. John W. Cattrall
City & County Relations Dept.
Office

Attached hereto is a conformed copy of an agreement with the City of Hermiston covering the Special City Allotment project on Orchard Avenue in Hermiston.

A fully executed copy of the above agreement has been retained in this office for the Commission's files and one fully executed copy has been sent to the City Recorder, Hermiston, Oregon.

Secretary

rn
Attach: 1

FORM E30—50M—2-55—82966

**OREGON STATE HIGHWAY DEPARTMENT**

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
May 17, 1956

SUBJECT: $250,000. Fund Agreement (1956)
Hermiston

To: Mr. G. S. Paxson
OFFICE

Attached are three copies of an agreement covering the Special City Allotment project on Orchard Avenue in Hermiston.

Two copies of the agreement have been executed by the City and are now ready for presentation to the Highway Commission. Both copies require your signature of approval.

This project was approved by the Highway Commission on December 19, 1955.

John D. Graham
John D. Graham
Office Engr., County & City Relations

JDG:te

REFERRED TO
Mr. Glaisyer for agenda.
By G. S. Paxson
5-17-56.

RECEIVED
MAY 17 1956
OFFICE OF
STATE HIGHWAY ENGINEER

AUTHORIZED BY HIGHWAY COMMISSION
Date 12-19-55 Minute Page 32
Secretary

5-2-58

ORDINANCE NO 317

AN ORDINANCE PROVIDING FOR A FORM OF AGREEMENT BY AND BETWEEN THE CITY OF HERMISTON, OREGON AND THE STATE OF OREGON ACTING BY AND THROUGH ITS STATE HIGHWAY COMMISSION FOR THE IMPROVEMENT OF ORCHARD AVENUE FROM THE BUTTER CREEK ROAD EASTERLY FOR A DISTANCE OF APPROXIMATELY 1700 LINEAR FEET AND DECLARING AN EMERGENCY.

Whereas, the City of Hermiston, Oregon has heretofore made an application to the State Highway Commission for assistance in repair or reconstructing under the provision of ORS 366.800 and 366.805, and,

Whereas, the State Highway Commission has accepted such application for the improvement of Orchard Avenue from the Butter Creek Road Easterly for a distance of approximately 1700 linear feet, and,

Whereas, in the form of an agreement prepared by the State Highway Commission a copy of which is marked "Exhibit A" is attached hereto and by this reference made a part hereof, the State Highway Commission has agreed to pay the cost of the project up to $15,000.00 and the City of Hermiston to pay all cost in excess of $15,000.00, the City of Hermiston, does ordain as follows:

Section 1. That that certain form of agreement hereinabove referred to be entered into by the City of Hermiston, Oregon, and the State of Oregon acting by and through the State Highway Commission providing for the improvement of Orchard Avenue from the Butter Creek Road Easterly for a distance of approximately 1700 linear feet and is hereby approved and accepted as submitted.

Section 2. The Mayor and Recorder are hereby authorized and directed to execute such agreement in triplicate and to deliver such agreement to the State Highway Commission for execution by the said Commission.

Section 3. Whereas it is necessary that said improvement be made in the Spring and Summer of 1958 which the weather permits, and whereas the State Highway Commission cannot award a contract for said improvement until the said agreement has been executed by the Mayor and Recorder, thereby involving the peace, health and credit of the people of the City of Hermiston, Oregon, and an emergency is hereby declared to exist and this ordinance shall be in full force and effect from and after its passage by the Common Council and approval by the Mayor as authorized by the Charter November 3, 1954.

AYES 6
NAYES 0

Submitted to and approved by the Mayor the 2nd day of May, 1958

Geo Harkenrider
Mayor

ATTEST:

Mathilda Russel
RECORDER

I, Mathilda Russell, Recorder for the City of Hermiston, do hereby certify that the foregoing is a true copy of Ordinance No. 327 now in the office of the City Recorder of the City of Hermiston.

Mathilda Russell

Mathilda, Russell, City Recorder

December 22, 1955

Mr. A. W. Coleman
City Recorder
Hermiston, Oregon

[illegible]

Dear Sir:

On December 19, 1955, the State Highway Commission approved a project for a portion of Orchard Avenue as requested by the city to be constructed from the 1956 Special City Allotment fund.

The project as approved is shown in the attached summary. You will be contacted at a later date to work out the details of the project and to negotiate an agreement.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

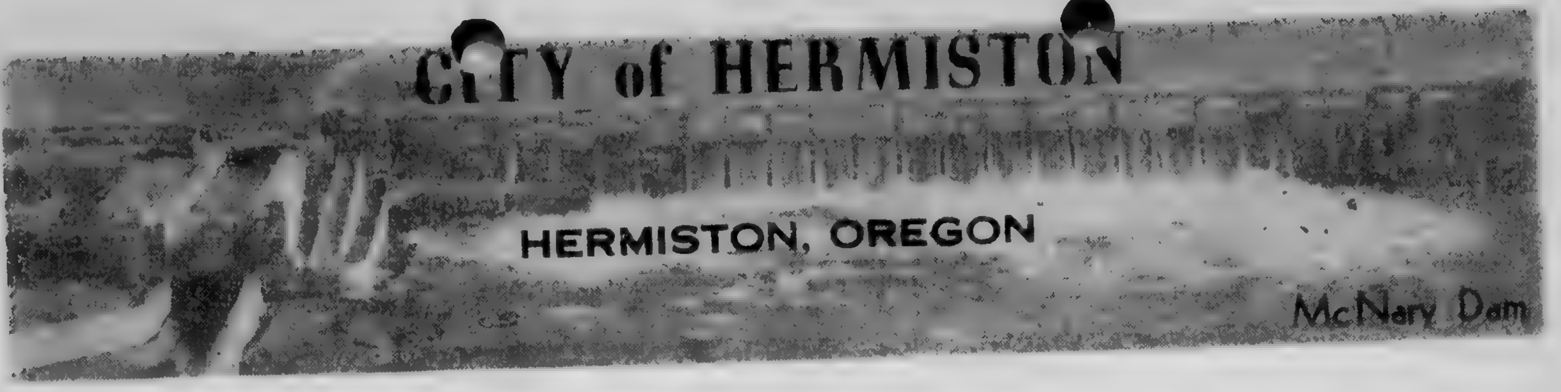
John W. Cattrall
Engineer, County and City Relations

HCA:mm
Att.

NOTED
J. W. CATTRALL

CITY of HERMISTON

HERMISTON, OREGON



McNary Dam

OFFICE OF THE:

November 14, 1955

Mr. Harold Ayers
Oregon State Highway Department
Salem, Oregon

Re: Surfacing of Orchard Avenue

Dear Mr. Ayers:

In complying with your request relative to a letter from the City of Hermiston, setting forth the work to be performed by the City on Orchard Avenue preparatory to receiving the asphaltic concrete surface, I would like at this time to submit to you our complete plan.

We have engaged Mr. James [illegible] Reid and Associates of Edmonds, Washington, to engineer this project, and by that I mean: -- the proper placing of all storm sewers and a complete drainage system. Also, the placing of concrete curbing in all areas present, when and where sub-division development warrants. In addition to this the City will prepare and establish the final sub-grade with respect to elevation and base qualifications and place the leveling coarse preparative to receiving the asphaltic concrete mat.

Blue prints for this project will be off the drafting table November 25th, and if you so desire, I will mail you the plans at that time.

I hope this letter incorporates all of the information you desire at this time. If not, will you please write or call me collect for anything additional?

Yours very truly,

E. F. Palmer

E. F. Palmer
Superintendent of Public Works

EFP mr

Alternates

Preliminary Estimate

Orchard Avenue from St. Butler Creek Road easterly for approximately 1100 lin. ft.

Place grading, [illegible] and 3" asphalt concrete 40 in. [illegible]

([illegible] benchmark [illegible])

| Item | Quantity ~~Unit~~ | $ @ | Total |
|---|---|---|---|
| 3/4" – 0 in. crushed [illegible] | 340 cu yds | 4.00 | $ 1360.00 |
| [illegible] | 10 sq yds | 3.00 | 30.00 |
| [illegible] | [illegible] | [illegible] | 525.00 |
| Class B asphalt concrete | 885 tons | 12.00 | 10620.00 |
| [illegible] | 4 tons | [illegible] | 300.00 |
| [illegible] | 18 cu yds | [illegible] | 70.00 |
| Preliminary Estimate of Construction Cost | | | $ 12,925.00 |
| 12½% Eng & Contingencies | | | 1615.63 |
| Surveying | | | 250.00 |
| Flagging | | | 200.00 |
| | | | $ 14,990.63 |

Total Prel Est $15,000

No 3

$250,000 ('56)   Germantown   9-22-55

Contacted E. F. Palmer who advised me that Council have agreed to improve the west end of Orchard Ave, by City forces. Curbs & drainage on basis, says will send resolution soon. State to contract paving & County Comm. with City to pay all cost above $15,000.

Orchard Avenue is receiving excessive wear due to heavy increase in population in the area. The westerly end is generally in good condition, and believe we should recommend a project.

H. C. Ayers

9-21-55

I checked the project over with Carson, Beckmore & Cannon. They say project warranted & needed.

HCA

10-17-55

Still have not received resolution re cost

10-24-55

Contacted Mayor & Council at League meeting and they request that project commence at Bader-Creek Road and then as far easterly as $15,000 will go. They have a firm of Engineers employed to survey & estimate cost of curbs, storm & drainage and promised to send us a letter before end of week re ability and if should go beyond 15,000.

HCA

No 3

# Hermiston

## Preliminary Estimate

Orchard Avenue from Butter Creek Road easterly for a distance of approximately 3000 lin ft.

Place leveling course and 3" asphaltic concrete pavement 46' in width, (On base placed by City - City also to construct curbs & drainage prior to this project)

| | | | |
|---|---|---|---|
| 3/4"-0 in leveling course | 900 Cu yds | $3.00 | $2700.00 |
| Sprinkling | 24 M gal | 3.00 | 72.00 |
| RC 2 in binder course | 20 tons | 60.00 | 1200.00 |
| Class "B" asphaltic concrete | 2800 tons | 8.00 | 22400.00 |
| RC 2 in seal coat | 14 tons | 60.00 | 840.00 |
| Aggregate in seal coat | 60 Cu yds | 5.00 | 300.00 |
| | | | $27,512.00 |
| | | | 3439.00 |
| | | | 200.00 |
| | | | $31,151.00 |

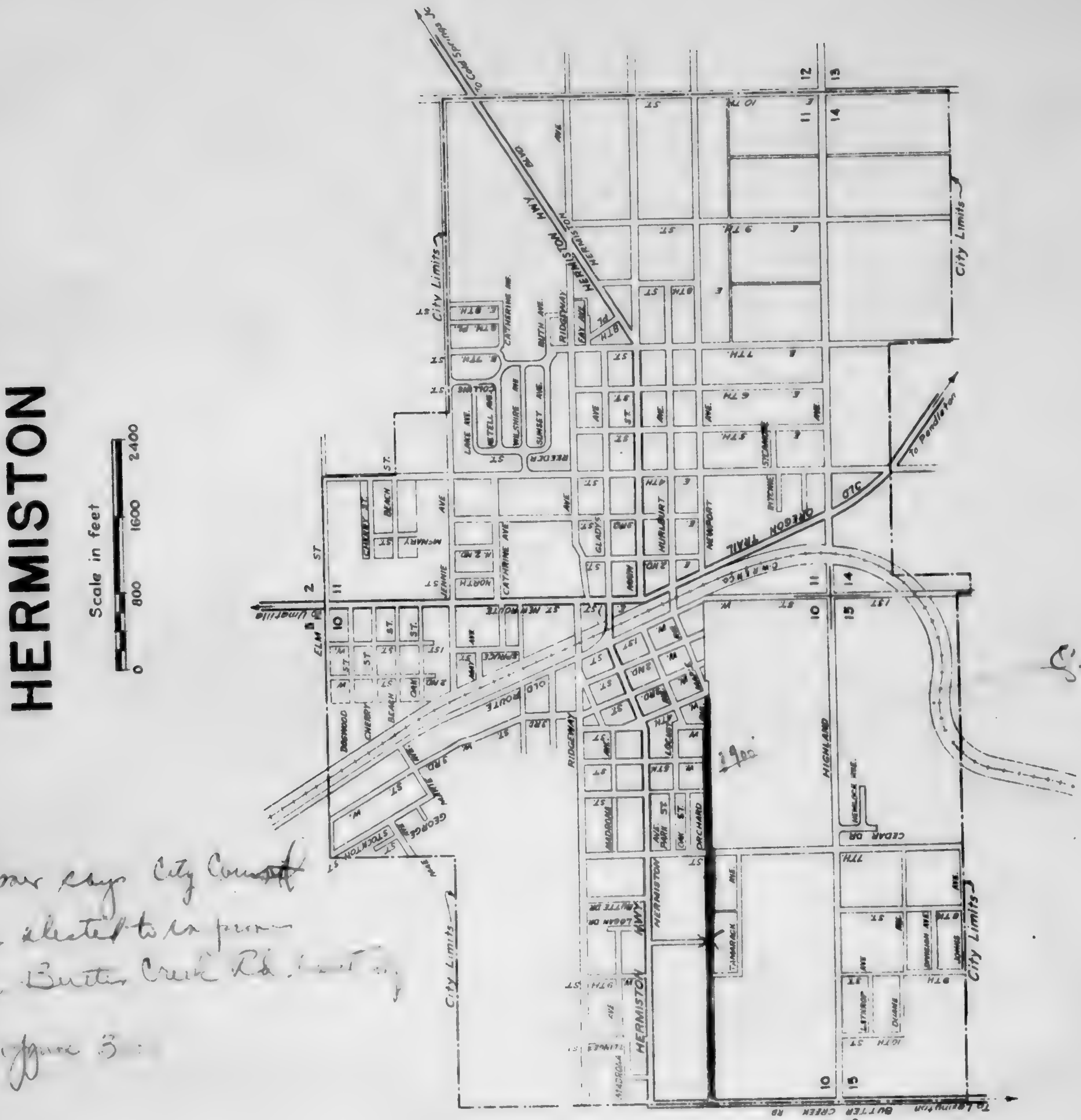
$31,000.00

E. F. Palmer

no. 3

46

Rev. 4-8-62



G-36

Palmer says City Council
has elected to [illegible]
from Butter Creek Rd. [illegible]
[illegible] figure 3.

Hermiston

| | | | |
|---|---|---|---|
| 3/4"-0 | 450 cu yds | 4- | 1800.00 |
| [illegible] | 12M gal | 3- | 36.00 |
| [illegible] | 10 tons | 75- | 750.00 |
| Class B ac. | 1400 tons | 12- | 16800.00 |
| [illegible] Seal | 7 tons | 75- | 525.00 |
| Agg. [illegible] | 30 cu yds | 5- | 150.00 |
| | | | 20,385.00 |
| | | | 2548.13 |
| | | | 200 |
| | | | 22133.13 |

Chet Paulson
Nov.

3-2-55

# RESOLUTION

WHEREAS, Section 2, Chapter 371, Oregon Laws 1943, as amended by Section 1, Chapter 149, Oregon Laws 1949, provides that:

> "Beginning with the year 1949 and annually thereafter there shall be and hereby is appropriated out of the state highway fund such sums of money as will equal 10 per cent of all moneys credited to the state highway fund by the state treasurer between January 1 and December 31 of each year and which have accrued from funds transferred to the state highway fund by the state treasurer under the provisions of section 115-135, O.C.L.A.; section 15, chapter 413, Oregon Laws 1945, as amended by section 4, chapter 114, Oregon Laws 1947; and section 29, chapter 467, Oregon Laws 1947; and from fines and penalties collected for violations of the motor vehicle and transportation laws. Such appropriation shall be distributed among the several cities as provided in this act."

and

WHEREAS, Section 3, Chapter 371, Oregon Laws 1943, as amended by Section 2, Chapter 149, Oregon Laws 1949, provides that:

> "Such appropriation shall be allocated to the cities as follows: The sum of two hundred fifty thousand dollars ($250,000) shall be withdrawn from such appropriation each year and set up in a separate account to be administered by the state highway commission. Such account shall be spent each year by such commission upon streets not a part of the state highway system within cities which are receiving excessive wear through sudden increases in population in the area or heavy and unusual industrial traffic. Such commission shall determine the distribution of such expenditures after considering applications made to it therefor from the cities. The balance remaining in such appropriation after the withdrawal of said two hundred fifty thousand dollars ($250,000) shall be distributed to all of the cities. Each city shall receive such share of the balance as its population bears to the total population of the cities."

and

WHEREAS, the City of Hermiston is an incorporated city of the State of Oregon, and has a population of 3804, as given by the latest official census, and

WHEREAS, the following streets of said city, ____________

Form cc-50 (1953 Rev.)
Special City Allotment

ORCHARD AVENUE, BEGINNING AT 4th STREET AND CONTINUING TO 7th. PLACE. A DISTANCE OF 1900'-feet. 40 FEET IN WIDTH

Or from Butter Creek Road easterly.

are not a part or parts of the state highway system, but are streets under the jurisdiction and control of said city which are "receiving excessive wear through sudden increase in population in the area, or heavy and unusual industrial traffic," and

WHEREAS, said streets are and each of them is in need of repair, reconditioning and other major improvement,

NOW, THEREFORE, the members of the City Council, in regular or special session assembled, do hereby find, declare and resolve:

1. That the following named streets of said city, to wit:

ORCHARD AVENUE, BEGINNING AT 4th. STREET AND CONTINUING TO 7th. PLACE. A DISTANCE OF 1900 FEET. 40 FEET IN WIDTH. Or from Butter Creek Road easterly

are in need of repair, reconditioning, and other major improvement.

2. That said streets are in their present state and condition of disrepair by reason of excessive wear through sudden increases in population in the area, or heavy and unusual industrial traffic.

3. That the Oregon State Highway Commission hereby is respectfully

requested to consider and declare said streets as qualified for reconditioning, repair, and other improvement out of funds allocated and made available by and through the said $250,000 appropriation of state highway revenues which is to be administered and spent by the Highway Commission.

4. That the City of HERMISTON does hereby offer to the State Highway Commission, and does hereby pledge complete cooperation and assistance to the end that said city may share and participate in the use and benefit of said special fund and appropriation; and therefore does designate E. F. PALMER as the official representative of the city in all negotiations resulting from this request.

Passed and approved this 2nd day of March, 19 55.

There is attached hereto and made a part hereof, a city map on which is indicated the street, streets, road, or roads described in this resolution.

- - - - - - - - -   - - - - - - - - -

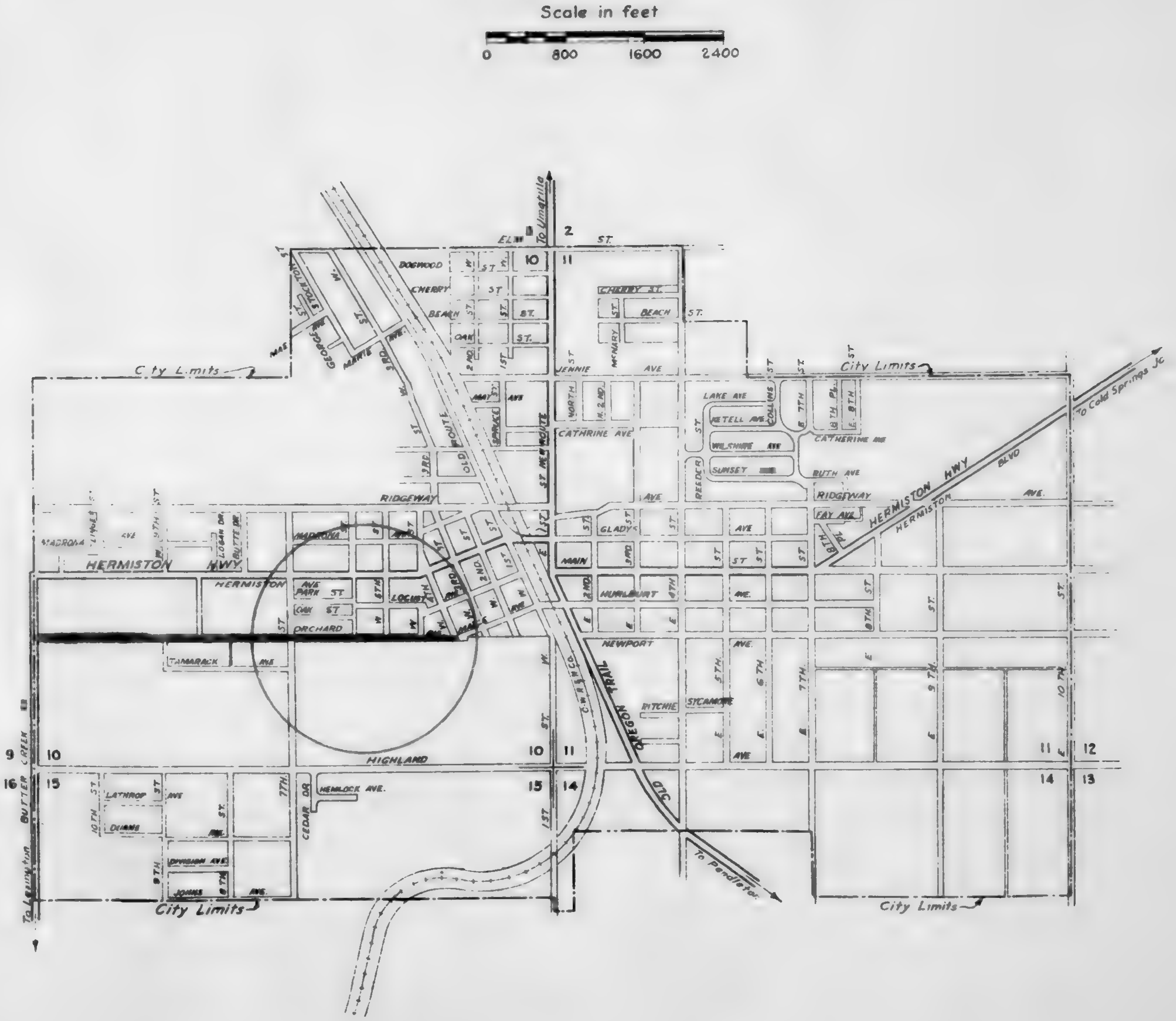
I hereby certify that the foregoing resolution was passed and approved by the City Council of the City of Hermiston at a regular or special meeting of said Council, held on the 2nd day of March, 1955, and the above copy is a true and correct copy of the original and of the whole thereof.

Dated this 3rd day of March, 19 55.

AW Coleman

A.W. Coleman City Recorder

# HERMISTON



Rev. 4-2-58

S-304 (1) Van Sycle-Helix Sec. 1956

4739

NOTED
C. B. CANNON

AUDITOR DISBURSEMENTS
JUL 28 1958
NORTHERN PACIFIC RY. CO.

W. C. WILLIAMS
STATE HIGHWAY ENGINEER
FORREST COOPER
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
COUNSEL

TO A.F. Parsons DATE 8-1-58

Herewith 2 copies of Northern Pacific Railway Co. bill # 28889 for work done at crossing on [illegible] section Sept 17, [illegible]. Kindly forward these to proper [illegible] for check & approval & have approved copies returned to this office for settlement.

SIGNED A. C. Mohr
Bridge Div. Salem

PLEASE REPLY HERE

RECEIVED
DIVISION

8/7/58

TO A C Mohr DATE

Herewith - our Res Engr - Hodge has retired - Therefore no way for us to check Billing - I have approved "as is". AFP

530-1052-~~2~~285

We have work Order

CP

SIGNED

NOTE - INDIVIDUAL ORIGINATING CONFIRMATION MEMO RETAINS YELLOW COPY. FORWARDING FIRST AND TRIPLICATE INTACT WITH CARBONS. ADDRESSEE REPLIES, EXTRACTS CARBON; RETAINS TRIPLICATE, RETURNING FIRST PART TO ORIGINATOR OF CONFIRMATION MEMO.

COAST SALESBOOK COMPANY-PORTLAND

NOTED
C. A. CARON

ed July 10,
9-58 in the

en received for
cords that this

n question so
ttlement.

urs,

S
Engineer

arl F. Smith

F. Smith
s Supervisor

CP:jm

[illegible]
F.A.S. 461
530-1052-285
Contract No 4739
To [illegible] for payment
8-11-58

RECEIVED
AUG 25 1958
FOR FILING

AUDITOR DISBURSEMENTS
JUL 28 1958
NORTHERN PACIFIC RY. CO.

FORM E-123

COMMISSIONERS
CHAS. H. REYNOLDS, CHAIRMAN
LA GRANDE
M. K. MCIVER, MEMBER
PORTLAND
ROBERT B. CHESSMAN, MEMBER
ASTORIA
H. B. GLAISYER, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

W. C. WILLIAMS
STATE HIGHWAY ENGINEER
FORREST COOPER
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
COUNSEL

S-304 (1)

4737

July 25, 1958

Mr. P. G. Ramswick
Auditor Disbursements
Northern Pacific Railway Company
Saint Paul 1, Minnesota

Dear Sir:

Reference is made to your letter dated July 10, 1958, file No. 6310-F, regarding bill No. 28889-58 in the amount of $372.09.

NOTED
A. CARON

You indicate that payment has not been received for this bill. It appears from a search of our records that this bill was never received by this Department.

Please forward copies of this bill in question so that necessary steps can be taken to effect settlement.

Very truly yours,

W. C. WILLIAMS
State Highway Engineer

By: Carl F. Smith
Carl F. Smith
Claims Supervisor

CP:jm

Umatilla Co. [illegible]
[illegible] - [illegible]
F.A.S. 467
530-1052-235
Contract No 4737
To Auditor for payment
8-11-58

[illegible]

DUPLICATE AND TRIPLICATE

A/C NO. [illegible]

STATE OF OREGON

MONTH'S ACCOUNT [illegible]

HIGHWAY DEPARTMENT

[illegible] NO. [illegible]

SALEM, OREGON

DATE MADE February 23, [illegible]

**To NORTHERN PACIFIC RAILWAY COMPANY, Dr.**

REMIT TO H. S. LATHAM, TREAS., ST. PAUL, MINN.

For expense incurred in the relocation of highway crossing from MP 22 x [illegible] to 22 x [illegible] on the Pendleton Branch, near Helix, Oregon under Public Service Commission Order #[illegible] dated March 7, 1956, A.F.E. [illegible]

| | | |
|---|---|---|
| Detailed statement attached: | 372.09 | |
| AMOUNT OF THIS BILL | | $372.09 |

DISTRIBUTION

| | | |
|---|---|---|
| M. of W. & S. | | 17.98 |
| 220-8F | (2.90) | |
| 247-8F | 15.65 | |
| 277-8F | 5.23 | |
| INCOME 510-A | | 16.15 |
| MISC. 760-A | | 20.64 |
| D.A.S. 1-14 (W.O. 9960) | | 317.32 |

Chg 530-1052 – #372.09

Contract No. 4739

Tab.#1

Communications Dept.
April 19[illegible] ([illegible])
Inspect [illegible]

| | | | | | |
|---|---|---|---|---|---|
| Lineman | | | 449.62Mo. | 5.35 | |
| Vacation 4% | | | 5.35 | .21 | |
| Holiday 2% | | | 5.56 | .11 | |
| H. and W. 1.9% | | | 5.67 | .11 | |
| Comp. Ins. 3% | | | " | .17 | |
| Pub. Liability 1% | | | " | .06 | |
| Payroll Tax 7.5% | | | " | .43 | 6.44 |
| Personal expenses | | | | | .25 |
| Motor car | 1/4 da. | | 1.50da. | | .38 |

Material

| | | | | | |
|---|---|---|---|---|---|
| 1 Pole 35' Cl. 6W.C. B.T.T. | | 450 lbs. | | 15.80 | |
| 1 " " " 5 " " | | 520 lbs. | | 33.96 | |
| Handling 5% | | | 49.76 | 2.49 | |
| Frt. Tacoma-Helix 285 mi. 970# | | | .01tm | 1.38 | 53.63 |

August 1956 (R-662)
Move pole and transfer wires.

| | | | | | |
|---|---|---|---|---|---|
| Lineman | 8/184 | | 449.62Mo. | 19.55 | |
| Vacation 4% | | | 19.55 | .78 | |
| Holiday 2% | | | 20.33 | .41 | |
| H. & W. 1.9% | | | 20.74 | .39 | |
| Comp. Ins. 3% | | | " | .62 | |
| Pub. Liability 1% | | | " | .21 | |
| Payroll Tax 7.5% | | | " | 1.56 | 23.52 |
| Personal expenses | | | | | 1.00 |
| Motor car | 1 da. | | 1.50da. | | 1.50 |

August 1956 (R-1676)
Replace poles and transfer wires

| | | | | | |
|---|---|---|---|---|---|
| Lineman | 8/176 | | 477.04 Mo. | 21.68 | |
| Vacation 4% | | | 21.68 | .87 | |
| Holiday 2% | | | 22.55 | .45 | |
| H&W 1.9% | | | 23.00 | .44 | |
| Comp. Ins. 3% | | | " | .69 | |
| Pub. Liability 1% | | | " | .23 | |
| Payroll Tax 7.5% | | | " | 1.72 | 26.09 |

September 1956 (R-1676)
Replace poles and transfer wires

| | | | | | |
|---|---|---|---|---|---|
| Lineman | 7/160 | | 477.04Mo. | 20.87 | |
| [illegible] | 32 hrs. | | 3.21875 Hr. | 103.00 | |
| Vacation 4% | | | 123.87 | 4.95 | |
| Holiday 2% | | | 128.82 | 2.58 | |
| H. & W. 1.9% | | | 131.40 | 2.50 | |
| Comp. Ins. 3% | | | " | 3.94 | |
| Pub. Liability 1% | | | " | 1.31 | |
| Payroll tax 7.5% | | | " | 9.86 | 149.01 |
| Personal expenses | | | | | 2.09 |
| | | | Forward | | 263.91 |

| | | | | | |
|---|---|---|---|---|---|
| | | Brought Forward | | 263.91 | |
| **Communications Dept. (Cont'd)** | | | | | |
| Motor car, private 68 mi. | | .07mi. | | 4.76 | |
| Truck #1450 161 mi. | | " | | 11.27 | |
| **Material** | | | | | |
| 1 Pole 25' Cl. 6 W.C. B.T.T. | 255# | | 11.43 | | |
| 3 Brackets-Pole wood | 3# | .10ea. | .30 | | |
| 3 " straps | 1# | .14 " | .42 | | |
| Handling 5% | | 12.15 | .61 | | |
| Frt. Tacoma-Helix 285 mi. | 255# | .01tm | .36 | | |
| " St. Paul- " 1675 mi. | 4# | " | .03 | 13.15 | |
| **Track Labor (P-910)** | | | | | |
| **Near [illegible] Helix, Oregon** | | | | | |
| **Remove and surface old highway** | | | | | |
| **crossing at M.P. 22, Sept. 17, 1956** | | | | | |
| Foreman | 8/152 | 333.61Mo. | 17.56 | | |
| Laborer | 8 hrs. | 1.646 hr. | 13.49 | | |
| " | 8 " | 1.638 hr. | 13.10 | | |
| Vacation 4% | | 44.15 | 1.77 | | |
| Holiday 2% | | 45.92 | .92 | | |
| H. & W. 1.9% | | 46.84 | .89 | | |
| Comp. Ins. 3% | | " | 1.41 | | |
| Pub. Liability 1% | | " | .47 | | |
| Payroll tax 7.5% | | " | 3.51 | 53.12 | |
| **Sec. 15-76 Athena, Oregon** | | | | | |
| **Assist Helix Section** | | | | | |
| Foreman | 4/152 | 333.61 Mo. | 8.78 | | |
| Laborer | 4 hrs. | 1.638 hr. | 6.55 | | |
| " | 4 " | 1.71 hr. | 6.84 | | |
| Vacation 4% | | 22.17 | .89 | | |
| Holiday 2% | | 23.06 | .46 | | |
| H. and W. 1.9% | | 23.52 | .45 | | |
| Comp. Ins. 3% | | " | .71 | | |
| Public Liability 1% | | " | .24 | | |
| Payroll Tax 7.5% | | " | 1.76 | 26.68 | |
| **Sec. 15-77 Pendleton, Oregon** | | | | | |
| **Assist Helix section** | | | | | |
| Foreman | 4/152 | 333.61Mo. | 8.78 | | |
| Laborer | 8 hrs. | 1.71 hr. | 13.68 | | |
| Vacation 4% | | 22.46 | .90 | | |
| Holiday 2% | | 23.36 | .47 | | |
| H. & W. 1.9% | | 23.83 | .45 | | |
| Comp. Ins. 3% | | " | .71 | | |
| Public Liability 1% | | " | .24 | | |
| Payroll Tax 7.5% | | " | 1.79 | 27.02 | |
| Motor car | 2 da. | 1.50da. | | 3.00 | |
| **[illegible]** | | | | | |
| [illegible] Cl. 6 W.C. B.T.T. | | | (7.01) | | |
| [illegible] 25' " 6 " " | | | (9.72) | | |
| [illegible] " 6 " " | | | (14.09) | (30.82) | 372.09 |
| AMOUNT OF THIS BILL | | | | | 372.09 |

ACCOUNTING DIVISION
AUG 12 [illegible]

FORM E-133X 27½M 10-56

COMMISSIONERS
BEN R. CHANDLER, CHAIRMAN
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE
M. K. McIVER, MEMBER
PORTLAND

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

RECEIVED
MAR 10 1958
FOR FILING

4739

March 7th, 1958

Mr. Vernie Jarl
438 S. Roberts Avenue
Gresham, Oregon

Re: Van Sycle-Helix Section
Helix-Van Sycle County Road
Umatilla County
Contract No. 4739

Dear Mr. Jarl:

This letter is in confirmation of my telephone conversation with you March 3rd relative to unexploded charges having been left in the quarry which you used in connection with your construction of the Van Sycle-Helix Section of the Helix-Van Sycle County Road in Umatilla County, Contract No. 4739. This is a countyowned or leased pit and they have called our attention to the fact that these holes which had been drilled and filled with explosive had not been exploded. In our telephone conversation of March 3rd I requested that you take care of this matter by either exploding the charges or taking them out. You gave me every assurance that such would be done.

I was talking to Judge Cook of Umatilla County this date and find that you have not contacted him, which leads me to believe that you have not pursued the matter any further inasmuch as you gave me assurance that you would contact Judge Cook. I am, therefore, by copy of this letter, requesting that the Accident Prevention Division of the State Industrial Accident Commission look into the matter and advise us as to the hazard involved and I am also requesting that they take the necessary steps towards the correction of any hazard existing.

Very truly yours,

Tom Edwards
Construction Engineer

By L. H. Young

L. H. Young
Ass't Construction Engineer

LHY:js

cc Mr. W. D. Jones
Accident Prevention Division
State Industrial Accident Commission

Judge D. R. Cook
Pendleton, Oregon

Forrest Cooper ✓
A. F. Parson

NOTED
FORREST COOPER

RECEIVED
MAR 10 1958
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
FEB 24 1958
FOR FILING

[illegible]

[illegible]

Salem, Oregon
February 24, 1958

Unshot dyanamite loads -
Helix-Van Sycle Section

Mr. Tom Edwards
Construction Engineer
Department

Judge Cook, of Umatilla County, called me February 20 and stated that the County had attempted to use what he described as its quarry located "above Stanton Station on the Raph Raymond place on the Helix-Van Sycle Section". The Judge reported that the quarry was full of unshot dyanamite loads, left there, he claimed, by Vernie Jarl, who presumably operated in the pit as a part of our recent Helix-Van Sycle project.

Will you see what you can do towards getting Mr. Jarl to correct the dangerous condition. The Judge requested that we have Mr. Jarl or his representative confer with him re the matter at the Court House in Pendleton.

Forrest Cooper
Deputy State Highway Engineer

FC:ms

cc Mr. W. C. Williams

RECEIVED
JAN 7 - 1957
FOR FILING
S-314(1)

OREGON STATE HIGHWAY DEPARTMENT

(date)
January 3, 1957

| | | | |
|---|---|---|---|
| (CONTRACT NO.) 4739 | (EST. NO.) | (CONTRACT0R) | |
| 4739 | 6-Final | Vernie Jarl | |
| (VOUCHER NO.) | (WARRANT NO.) | (AMOUNT) | (DATE) |
| 28294 | H-169423 | $ 5,263.75 | 1/2/57 |

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

Ruth Rawlings
ACCOUNTING DIVISION

---

Specified completion Date: Aug. 31, 1956

Time Extensions: to Sept. 28, 1956

Completion Date: Sept. 28, 1956

Date Accepted: Nov. 8, 1956

Penalties: None of record

Claims: None of record

Remarks:

---

Date: 1-3-57

To the Accounting Division:

Release of the above warrant is hereby authorized

H B Glaisyer
H. B. Glaisyer
Secretary

Warrant Mailed: JAN 4 1957
Ruth Rawlings

NOTED ON CARD
rc

A

RECEIVED
DEC 2[illegible]
FOR [illegible]

[illegible]

4739

December 21, 1956

**CERTIFIED MAIL**

General Casualty Company of America
Portland Service Office
209 SW Fourth Avenue
Portland 4, Oregon

Gentlemen:

State Highway contract No. 4739 for work performed on the Van Sycle-Helix Section of the Helix-Van Sycle Road in Umatilla County was completed by the contractor, Vernie Jarl, on September 28, 1956, and was formally accepted by the Highway Commission on November 8, 1956.

Final payment in the amount of $5,268.75 will be released to the contractor on or after December 31, 1956. The total contract amount is $176,049.27, of which amount $1,000.00 represents force account items.

The State is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the State assumes no responsibility for such claims should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor on this project.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

dc

noted on card
DC

RECEIVED
NOV 29 1956
FOR FILING

[illegible]

4139

November 28, 1956

Mr. Vernie Jarl
P. O. Box 507
Gresham, Oregon

Dear Sir:

The State Highway Commission at its meeting held on November 8 had under discussion your request for an extension of time from August 31, 1956 to October 15, 1956 within which to complete your contract No. 4739, covering the Van Sycle-Helix Section of the Helix-Van Sycle Road in Umatilla County.

We are pleased to inform you that the State Highway Commission granted your request to and including September 28, 1956, the actual completion date of the contract. The action of the Commission was based upon the recommendation of the State Highway Engineer, whose report on the subject considered but did not necessarily adopt any of the reasons given by you for failure to complete the project within the specified time limit.

Very truly yours

H. B. Glaisyer, Secretary
OREGON STATE HIGHWAY COMMISSION

By

Assistant Secretary

gl

cc: A. F. Parson,
Division Engineer

John H. Walker,
Resident Engineer

Tom Edwards,
Construction Engineer

A

RECEIVED
NOV 16 1956
FOR FILING

S-304 (1)

4739

November 16, 1956

CERTIFIED MAIL

General Casualty Company of America
Portland Service Office
209 S. W. Fourth Ave.
Portland 4, Oregon

Attention: Mr. G. H. Burnett

Dear Sir:

The State Highway Commission is prepared to release semi-final payment to Vernie Jarl in connection with contract No. 4739, covering the Van Sycle-Helix Section of the Helix-Van Sycle Road in Umatilla County. This payment, in the amount of $2,176.11, will be released to the contractor on or after November 26, 1956. The retained percentage is $5,281.87.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

NOTED ON CARD

Form E-1—10M—1-56

O GON STATE HIGHWAY DEPARTM T

[illegible]

# Field Engineer's Weekly Report #20

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending October 27, 1956

Section Van Sycle-Helix

Kind of work Grading & Paving

Highway Helix-Van Sycle

Section prefix 530-1052

Contractor Vernie Jarl

Contract number 4739

Date of contract June 13, 1956

Date of completion August 31, 1956

Date work started May 10, 1956

Estimated date of completion September 28, 1956

Project authorization $197,462.25

Exclusive of Engineering $183,420.49

Per cent of time elapsed 135.6 %

Estimated cost of completed project, exclusive of engineering $176,622.22

Estimated per cent overrun or underrun Under 3.7 %

Per cent of contract completed, based on total contract price 100 %

Engineering authorization $14,041.76

Engineering cost to date $13,378.74, 95.1 %

Date project was completed September 28, 1956

---

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Section completed Sept. 28th. and Semi-final sent to La Grande Oct. 25th.

Hodge will be on vacation for a few days and balance of party working for Engr. Walker on Emigrant Hill Section.

NOTED
TOM EDWARDS

Noted
M. N. Juve

NOTED
W. T. WRIGHT

NOTED
L. H. Young

NOTED
D. J. BARBEE

RECEIVED
OCT 26 1956
OFFICE OF
CONSTRUCTION ENGINEER

Signed R. S. Hodge

Address Pendleton

NOTED
V. D. WOLFE

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

State Printing

| | GRADING | SURFACING | MAINTENANCE MATERIALS | OIL AND BITUMINOUS MACADAM | PAVING |
|---|---|---|---|---|---|
| Miles in project | 7.4 | 7.4 | | 7.4 | |
| Miles partially completed | | | | | |
| Miles completed | 7.4 | 7.4 | | 7.4 | |
| Total estimated quantities (contract) | 79,000 | 45,900 | | 4,500 | |
| Total quantities corrected to date | 85,022 | 41,899 | | 4,500 | |
| Estimated quantities moved or placed to date | 85,022 | 41,899 | | 4,500 | |
| Average daily quantities | 1,215 | 851 | | 450 | |
| Average daily quantities necessary to complete project on time | | | | | |
| Number shifts per day | | | | 0 | |
| Hours per shift | | | | 0 | |
| Average force on project for week | | | | 0 | |

Men

Supervision

Men and trucks under 3 tons

Men and trucks over 3 tons

Men and tractors

Equipment used during week: Shovels .........., Power graders .........., Rollers .........., Mixers .........., Crushing or screening plants ..........

Compressors ............, Bulldozers ............, Compaction rollers ............, . . . . ............, . . . . ............, . . . . ............

| | WEATHER | HRS. DELAY | CAUSE OF DELAY |
|---|---|---|---|
| Sunday | Fair | | |
| Monday | Cloudy | | |
| Tuesday | Rain | | |
| Wednesday | Rain | | |
| Thursday | Rain | | |
| Friday | Cloudy | | |
| Saturday | Cloudy | | |

RECEIVED
OCT 24 1956
FOR FILING

[illegible]

4739

October 23, 1956

General Casualty Company of America
Portland Service Office
209 S. W. Fourth Ave.
Portland 4, Oregon

Attention: Mr. G. H. Burnett

Dear Sir:

It is the intention of the State Highway Commission to release to Vernie Jarl a portion of the funds heretofore retained by the Commission on contract No. 4739, covering the Van Sycle-Helix Section of the Helix-Van Sycle Road in Umatilla County.

This payment in the amount of $54,778.98 reduces the retained percentage to 3% of the total amount earned by the contractor, or the sum of $5,214.57. The present payment will be released on or after November 2, 1956.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

NOTED ON CARD

RECEIVED
OCT 5 1956
FOR FILING
[illegible]
4737

October 4, 1956

Oregon State Highway Commission

Re: Request for extension of time
No. 5
November [illegible]-9 Meeting

Gentlemen:

Herewith a request from Vernie Jarl for an extension of time on the Van Nycle-Helix section, Contract No. 4739, from August 31, 1956 to October 15, 1956.

Bids were received on April [illegible], 1956, but the contract was not awarded until June 13, or a total of [illegible] days after the bids were opened. The delay in the award held up the contractor to a certain extent; however, he did complete it in good fashion after he was permitted to start work. The project was actually completed on September [illegible], 1956, and I recommend the extension to and including that date without penalty.

Very truly yours,

W. C. Williams
State Highway Engineer

cc Mr. Tom Edwards

EAP:of:gm

RECEIVED
OCT 4 1956
FOR FILING

S-304 (1)

4739

October 3, 1956

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

This is to advise you that work was completed on September 28, 1956, on Contract No. 4739, Van Sycle-Helix Section, in Umatilla County, in connection with Federal Aid Project No. S-304(1).

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

BBP:la

cc: John Cattrall

CPRB-2237

FORM PR 3 (October 1954)

U. S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

State Oreg
County Umatilla
Project No. S-304(1)

## PROJECT AGREEMENT FOR SECONDARY ROAD UNDER 1954 SECONDARY ROAD PLAN

MEMORANDUM OF AGREEMENT made this 28th day of Sept., 1956, by and between The Oregon State Highway Commission, constituting for the purpose hereof the Highway Department of the State of Oregon, hereinafter called the Highway Department, and the Commissioner of Public Roads, Bureau of Public Roads, Department of Commerce, hereinafter called the Commissioner, pursuant to the provisions of the Act of Congress approved July 11, 1916 (39 Stat., 355), as amended and supplemented.

WITNESSETH:

WHEREAS, the Highway Department of said State has submitted a program, which was approved on the 30th day of August, 1955, for the project hereinafter described; and

WHEREAS, the Highway Department has furnished a contract estimate or force account estimate for said project; and

WHEREAS, State or local funds have been made available for the project in accordance with the requirements of the aforesaid Act of July 11, 1916, as amended and supplemented.

NOW, THEREFORE, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Commissioner do hereby mutually agree as follows:

### WORK EMBRACED IN PROJECT

ARTICLE I. This agreement covers the following work as briefly described in the program:

Being 7.398 miles of grading, draining, and two-lane intermediate type surfacing,
(Character of work)

between Van Sycle, and FA Route 19 south of Havana,
(Control points)

consisting of 7.398 miles of roadway and no bridges. ~~totaling~~ ________ XXXXXXX XXXXXXX
(Number)

### CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE II. The Highway Department will construct or cause to be constructed to final completion said project under its direct supervision, which shall include adequate inspection throughout the course of construction, and in accordance with the standards and procedures approved by the Commissioner under its 1954 Secondary Road Plan.

### UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE III. The United States pro rata share of the cost of the project covered by this agreement shall not in any event exceed the sum of one hundred nineteen thousand, six hundred and 00/100 dollars ($ 119,600.00), which does not exceed the authorized United States pro rata share of the approved total estimated cost of said project, which is one hundred ninety three thousand, seventy four and 20/100 dollars ($ 193,074.20).

## PAYMENTS

ARTICLE IV. As the work on said project progresses, or upon its completion, and upon receipt of vouchers from the Highway Department, the Commissioner shall from time to time submit schedules of vouchers certified by him to the Secretary of the Treasury for payment to the official or depository authorized under the laws of said State and designated by the Highway Department to receive public funds.

The Commissioner reserves the right to withhold such sums as he may deem necessary to insure completion of the work in compliance with this agreement.

## MAINTENANCE OF PROJECT

ARTICLE V. The Highway Department will be responsible for the maintenance of said project in compliance with said Act of July 11, 1916, as amended and supplemented, and will use every means within its power to insure proper and permanent maintenance thereof.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures as of the day and year first above written.

OREGON STATE HIGHWAY COMMISSION
(Official title of Highway Department)

By
Chairman, State Highway Commission
(Title)

By Chas H Reynolds
Member, State Highway Commission
(Title)

By
Member, State Highway Commission
(Title)

Attest
SECRETARY

RECOMMENDED FOR APPROVAL:
STATE HIGHWAY ENGINEER

COMMISSIONER OF PUBLIC ROADS
By
Division Engineer, Bureau of Public Roads

—33205

SEP 24 [illegible]

Oregon State Highway Department

Federal Aid Secondary
Project No. S-304(1)

## VAN SYCLE-HELIX SECTION

## OF THE HELIX-VAN SYCLE ROAD IN UMATILLA COUNTY

(Estimate as a basis for project agreement. Based on low bid prices.)

August 23, 1956, Salem, Oregon

Type Code 5231
Roadway (Sta. 1+45 to Sta. 392+63.41)(Contract No. A739)

| | | | |
|---|---|---|---|
| All Required | Clearing and Grubbing | | $ 5,000.00 |
| 620 cu. yds. | Drainage Excavation, Unclassified | $ 2.00 | 1,240.00 |
| 79,000 cu. yds. | General Excavation, Unclassified | 0.30 | 23,700.00 |
| 117,400 yd. sta. | Short Overhaul | 0.01 | 1,174.00 |
| 1,100 C-yd. sta. | Long Overhaul | 0.40 | 440.00 |
| 7.40 miles | Finishing Roadbed and Slopes | 600.00 | 4,440.00 |
| 6 lin. ft. | 18-inch Corrugated Metal Pipe | 5.00 | 30.00 |
| 40 lin. ft. | 24-inch Corrugated Metal Pipe | 7.00 | 280.00 |
| 6 lin. ft. | 36-inch Corrugated Metal Pipe | 15.00 | 90.00 |
| 126 lin. ft. | 78-inch Corrugated Metal Pipe | 38.00 | 4,788.00 |
| 66 lin. ft. | 65-inch Arch Type Corrugated Metal Pipe | 25.00 | 1,650.00 |
| 100 lin. ft. | 12-inch Concrete Pipe | 3.00 | 300.00 |
| 1,050 lin. ft. | 18-inch Concrete Pipe | 3.50 | 3,675.00 |
| 100 lin. ft. | 24-inch Concrete Pipe | 6.00 | 600.00 |
| 130 lin. ft. | 36-inch Concrete Pipe | 10.00 | 1,300.00 |
| 20 lin. ft. | 48-inch Concrete Pipe | 20.00 | 400.00 |
| 160 lin. ft. | Salvaging Culvert Pipe | 2.00 | 320.00 |
| 38,800 cu. yds. | Coarse Crushed Material in Base | 1.70 | 65,960.00 |
| 7,100 cu. yds. | 3/4" - 0 Material in Base | 1.80 | 12,780.00 |
| 1,150 M-gal. | Sprinkling | 3.00 | 3,450.00 |
| 7.40 miles | Preparation of Base | 200.00 | 1,480.00 |
| 950 cu. yds. | 3/4" - 0 Material in Binder Course | 3.00 | 2,850.00 |
| 4,500 cu. yds. | Furnishing and Placing Aggregates | 3.00 | 13,500.00 |
| 150 tons | MC-2 Asphalt | 45.00 | 6,750.00 |
| 330 tons | 150-200 Asphalt | 42.50 | 14,025.00 |
| 100 tons | RS-1 Asphalt | 45.00 | 4,500.00 |
| | | | $174,722.00 |
| All Required | Flagging (57½% of Contractors Cost) | | 800.00 |
| | | Subtotal | $175,522.00 |
| | | 10% Engr. & Cont. | 17,552.20 |
| | | Total | $193,074.20 |

Length of Roadway 7.398 miles
Cost of Roadway per mile $26,098.16

| | |
|---|---|
| Federal Funds- - - - - - - - - - - - - - - - - - - - - - - - - - - | $119,600.00 |
| State Funds- - - - - - - - - - - - - - - - - - - - - - - - - - - - | 36,737.10 |
| County Funds - - - - - - - - - - - - - - - - - - - - - - - - - - - | 36,737.10 |
| | $193,074.20 |

State Funds for Const: Chap. 175, laws 1917; Chap. 31, laws 1920; Chap. 529, laws 1939.
Funds for Maint: Chap. 529, laws 1939.

Note: Necessary funds have been deposited with the Highway Department by Umatilla County.

RECEIVED

FORM E-30X—50M—11-55—90225

4739

**OREGON STATE HIGHWAY DEPARTMENT**

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
September 6th, 1956

SUBJECT: VanSycle-Helix
Helix-VanSycle Co. Rd.
Contract No. 4739

To: Mr. A. F. Parson
Division Engineer
State Highway Department
LaGrande, Oregon

Reference is made to Laboratory Report No. 399896, dated August 27th, 1956, showing 8.6 percent deficiency of material retained on the 2½"-0 crushed rock being produced on August 27th, 1956, making this material unacceptable. The sample was apparently taken from the road surface at Station 98. Only one sample submitted during August met the specifications for the coarse material, there being a consistent deficiency ranging from 1.0 to 8.0 percent.

A letter dated July 23rd, 1956 suggested a "plant or quarry operation adjustment so as to produce the required corrected base course aggregate to meet our specifications". Some improvement was noted but the deficiency has again become objectionable.

Will you please instruct the resident engineer to maintain tighter inspection in this phase of his contract. Also, please have the resident engineer so mark samples of improved aggregate submitted to the central laboratory that it is clear they represent corrected aggregate.

Tom Edwards
Construction Engineer

By L. H. Young
L. H. Young
Ass't. Construction Engineer

LHY/WCH:AR

cc to: Forrest Cooper ✓

NOTED
FORREST COOPER

RECEIVED
SEP 10 1956
OFFICE OF
STATE HIGHWAY ENGINEER

A

RECEIVED
AUG 3 1956
FOR FILING
S-304 (1)
4739

Salem, Oregon
July 26, 1956

Advance Warning Signs
Van Sycle-Helix Section
Helix-Van Sycle County Road
Umatilla County

Mr. W. O. Widdows
Sign Engineer
State Highway Shops

To conform with requirements of the Bureau of Public Roads it will be necessary to install reflectorized advance warning signs at the grade crossing of the Northern Pacific Railroad with the Helix-Van Sycle County Road about 1 mile north of Helix.

The crossing will be reconstructed at Sta. 76+29.38 of the Van Sycle-Helix Section, Contract No. 4739. The Railroad Company will install two reflectorized cross-bucks in accordance with P.U.C. Order No. 34387.

The signs should be installed before completion of the contract which is estimated to be August 31, 1956. Expense should be charged to prefix 530-1052.

W. C. Williams
Deputy State Highway Engineer

cc: A. F. Parson

RA:ch

RECEIVED
JUL 25 1956
FOR FILING

4739

NOTED
W. C. WILLIAMS

**OREGON STATE HIGHWAY DEPARTMENT**

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
July 23, 1956

SUBJECT: Van Sycle-Helix
Helix-Van Sycle Co. Rd.
Contract No. 4739

To:

Mr. A. F. Parson
Division Engineer
State Highway Department
La Grande, Oregon

Reference is made to Laboratory Report No. 394865, dated July 13, 1956 showing a slight excess of one percent in the Liquid Limit and Plasticity Index for the 2½"-0 crushed rock being produced at the recommended site 0.65 miles southeast of Station 231, Van Sycle-Helix Road.

The test on which the quarry was recommended showed zero plasticity index and 22 liquid limit. It would appear as if either the area has not been adequately stripped or that dirty seams contribute to the 7 plasticity index and 31 liquid limit, or that dirt from the roadbed was included in the sample.

Will you please instruct the resident engineer to have his inspector take extra precautions in obtaining samples of base course aggregate from the roadbed so that source of trouble can be eliminated.

Also, will you please have him resubmit samples of the base course on the roadbed so that a confirmation of the quality of base course aggregate may be obtained. When he does this, will you please have him so mark the samples that it is clear they represent resampled base course aggregate.

Forrest Cooper
Construction Engineer

By L. H. Young
L. H. Young
Ass't. Construction Engineer

LHY-WCH:of

cc to: W. C. Williams
Ray Webber

RECEIVED
1956
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
JUL 24 1956
FOR FILING

S-304 (1)
4739

# OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
July 23, 1956

SUBJECT: Van Sycle-Helix
Helix-Van Sycle Co. Rd.
Contract No. 4739

NOTED
W. C. WILLIAMS

To:
Mr. A. F. Parson
Division Engineer
State Highway Department
La Grande, Oregon

Reference is made to Laboratory Reports Nos. 395284 and 395680, dated July 18th and 19th, 1956 showing 5.2 and 3.6 percent deficiency in material passing the ¼-inch screen for the 2½"-0 crushed rock.

While this material has been accepted as base course aggregate, it is suggested that the contractor can adjust his plant and quarry operations so as to produce the required corrected base course aggregate to meet our specifications. It may be that the Division Geologist can assist the Resident Engineer in the phase of his job by making some plant site screen tests.

Will you please instruct the resident engineer to have the contractor so adjust his operations to produce base course aggregate meeting the specifications.

Also, will you please have the resident engineer so mark the samples of improved base course aggregate that it is clear they represent corrected material.

Forrest Cooper
Construction Engineer

By L. H. Young
L. H. Young
Ass't. Construction Engineer

LHY-WCH:of

cc to: W. C. Williams
Ray Webber

RECEIVED
1956
OFFICE OF
STATE HIGHWAY ENGINEER

4

RR-463

RECEIVED
JUL 30 1956
FOR FILING

FORM 230—12½M—

S-204(1)

4737

**OREGON STATE HIGHWAY DEPARTMENT**

**INTER-DEPARTMENT CORRESPONDENCE**

7-17

Salem Office
July 16, 1956

**SUBJECT:** Pux 146-Helix G-Xing
Helix-Van Sycle FAS No. 467
N. P. Rwy. Co. (Umatilla Co.)

**To:** Mr. H. B. Glaisyer
Secretary
State Highway Commission
Office

Herewith I hand you, for your records, executed copy of agreement between the Highway Commission, Umatilla County and Northern Pacific Railway Company with reference to the construction of a crossing at grade of the tracks and right of way of the Railroad Company on the above captioned project.

Copies of this letter, together with copies of the agreement have been sent to members of the department as indicated below.

It is to be noted that the easement for the crossing is to be granted to Umatilla County and not to the State.

J. W. DeSouza
J. W. DeSOUZA
Assistant Counsel

JWD:RN
ENCL.
cc: Mr. W. C. Williams
Mr. Forrest Cooper (2)
Mr. A. F. Parson (2)

REFERRED TO

RECEIVED
JUL 12 1956
FOR FILING

5-304 (1)

47[illegible]

July 12, 1956

Mr. Vernie Jarl
P. O. Box 507
Gresham, Oregon

Gentlemen:

We enclose herewith for your files a fully executed copy of contract No. 4739 awarded to you by the State Highway Commission, covering the Van Sycle-Helix Section of the Helix-Van Sycle Road in Umatilla County.

A copy of this contract is also being sent to the surety on your performance bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encl.

RECEIVED
JUN 22 1956
FOR FILING

S-304(1)

47-1

June 19, 1956

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

This is to advise you that work was started on May 10, 1956 on Contract No. 4739, Van Sycle-Helix Section, in Umatilla County, in connection with Federal Aid Project No. S-304(1).

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Deputy State Highway Engineer

DGP:ch

P

FORM E-125 50M REVISED 2-48

RECEIVED
JUL 18 1956
FOR FILING

S-304(1)

4739

COMMISSIONERS
BEN R. CHANDLER, CHAIRMAN
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE
M. K. McIVER, MEMBER
PORTLAND
H. B. GLAISYER
SECRETARY

OREGON
STATE HIGHWAY DEPARTMENT
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
W. C. WILLIAMS
1ST ASST. STATE HWY. ENGR.
W. W. STIFFLER
2ND ASST. STATE HWY. ENGR.
C. W. ENFIELD
CHIEF COUNSEL

June 18, 1956

Northern Pacific Railway Company
181 King Street
Seattle 4, Washington

Attention: Mr. J. E. Hoving
Assistant Chief Engineer

Re: Pux 146-Helix G-King
Helix-Van Sycle FAS No. 467
N. P. Rwy. Co. (Umatilla Co.)

Dear Mr. Hoving:

Herewith I am returning original and two copies of agreement between Northern Pacific Railway Company and the State of Oregon, by and through its State Highway Commission, on the above captioned matter, your File 553-4.

In your letter of May 28 you asked that two copies be executed on the part of the State Highway Commission and returned to you for further handling. However, in consideration of the fact that this is a tri-party matter, three copies are sent to you as it is assumed that after execution by Northern Pacific Railway Company you will desire to return one copy to the County and one copy to the Highway Commission.

In returning the Commission's copy it is requested that it be directed to the attention of the writer, and at that time we be supplied with ten additional copies of Exhibit A which is attached to the instrument.

Very truly yours,

C. W. ENFIELD
Chief Counsel

By

J. W. DeSOUZA
Assistant Counsel

Sent to file 9-17-56

REFERRED TO
BY SECRETARY

JWD:RM
ENCL.
cc: Mr. W. C. Williams
Mr. J. W. Cattrall
Mr. G. S. Paxson
Mr. H. B. Glaisyer ✓

Salem, Oregon
June 14, 1956

Pux 146-Helix G-Xing
Helix-Van Sycle FAS No. 467
N.P. Rwy. Co. (Umatilla Co.)

Mr. J. W. DeSouza
Assistant Counsel
Office

Attached hereto are three copies of a form of agreement between the Highway Commission, Umatilla County and Northern Pacific Railway Company, relative to the Helix Grade Crossing project on the Helix-Van Sycle County Road. These copies have been executed by the State Highway Commission and Umatilla County and are now ready for the proper signatures of the Railway Company.

When fully executed please return one copy of the above agreement to this office for the Commission's files.

Secretary

rn
Attach: 3

queary
watch for return
HRS

AGENDA
JUN 4 1956
A

FORM 230—12½M—6-55—88209

**OREGON STATE HIGHWAY DEPARTMENT**

INTER-DEPARTMENT CORRESPONDENCE

Salem Office
June 1, 1956

**SUBJECT:** Pux 146-Helix G-Xing
Helix-Van Sycle FAS No. 467
N.P. Rwy. Co. (Umatilla Co.)

To: Mr. H. B. Glaisyer
Secretary
State Highway Commission
Office

Herewith I hand you for execution by the State Highway Commission original and two copies of form of agreement between the Highway Commission, Umatilla County and Northern Pacific Railway Company, relative to the Helix Grade Crossing project on the Helix-Van Sycle County Road which the Highway Commission is constructing under the Federal Aid Regulations.

The instruments have been examined by Mr. Cattrall and by Mr. Paxson and have been approved by this office as to form.

After execution by the Highway Commission please return all copies direct to me for further handling.

J.W. De Souza
J. W. DeSOUZA
Assistant Counsel

JWD:RN
ENCL.
cc: Mr. W. C. Williams
Mr. John W. Cattrall
Mr. G. S. Paxson
Mr. C. W. Enfield

AUTHORIZED BY HIGHWAY COMMISSION

DATE

HB Glaisyer
Secretary

sign 3 copies

(1)

RECEIVED
JUN 28 1956
FOR FILING

[illegible]

4739

June 13, 1956

Mr. Vernie Jarl
Gresham, Oregon

Dear Mr. Jarl:

The State Highway Commission on April 27, 1956 accepted your proposal for grading and oiling the Van Sycle-Helix Section of the Helix-Van Sycle County Road in Umatilla County for the sum of $174,722.00 and referred it to the State Highway Engineer with authority to award the contract to you as soon as certain conditions had been fulfilled. This note is to inform you that such conditions have now been satisfied and that the State Highway Engineer today awarded you the contract in conformity with the Commission's authorization. This project has been assigned Contract No. 4739.

Contract forms are now being prepared in this office and will be mailed to you shortly for execution.

This confirms my wire to you of this date.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

HBC:bim

cc: Pacific Builder & Engineer, Inc.
2418 Third Ave.
Seattle 1, Washington

Att. Dorothy McCormack

R. G. Savage, SIAC
Forrest Cooper
S. H. Probert

NOTED
J. Mc C.

RECEIVED

| DOMESTIC SERVICE | |
|---|---|
| Check the class of service desired; otherwise this message will be sent as a fast telegram | |
| TELEGRAM | ☐ |
| DAY LETTER | ☐ |
| NIGHT LETTER | ☐ |

$
S
E

# WESTERN UNION
## TELEGRAM

W. P. MARSHALL, PRESIDENT

1206 (4-55)

| INTERNATIONAL SERVICE | |
|---|---|
| Check the class of service desired; otherwise the message will be sent at the full rate | |
| FULL RATE | ☐ |
| LETTER TELEGRAM | ☐ |
| SHORE SHIP | ☐ |

| NO. WDS.-CL. OF SVC. | PD. OR COLL. | CASH NO. | CHARGE TO THE ACCOUNT OF | TIME FILED |
|---|---|---|---|---|
| | | | | |

Send the following message, subject to the terms on back hereof, which are hereby agreed to

Salem, Oregon
June 13, 1956
4:30 p.m.

Mr. Vernie Jarl
Gresham, Oregon

Contract for grading and oiling Van Sycle-Helix Section of Helix-Van Sycle County Road in Umatilla County for which you submitted low bid on April 27, 1956 awarded you today. Contract forms follow shortly.

H. B. Glaisyer, Secretary
OREGON STATE HIGHWAY COMM.

CC: Confirmation
Accounting (5003-900)
C. W. Head
Files ✓

John W. Cattrall
John W. Cattrall
Engineer, County & City Relations

JWC:mm

cc: W. C. Williams
G. S. Paxson

RECEIVED
N 14 1956
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
JUN 21 1956
FOR FILING
FORM E-30X—50,000—10-54—79484

S-304(1)

4737

# OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
June 13, 1956

SUBJECT: Van Sycle-Helix Project
FAS 467, Umatilla County

To: Mr. S. H. Probert
OFFICE

NOTED
G. S. PAXSON

Umatilla County has secured all rights-of-way, deposited $31,450 required, and has signed the railroad agreement. This project may now be awarded.

Your attention is invited to the fact that paragraph V of the railroad agreement provides that the contractor must provide the railroad company with evidence of insurance before entry can be made upon railroad property.

John W. Cattrall
John W. Cattrall
Engineer, County & City Relations

JWC:mm

cc: W. C. Williams
G. S. Paxson

RECEIVED
JUN 14 1956
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
JUN 11 1956
FOR FILING

S-384F

FORM K-30X—50,000—10-54—79484

# OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
June 13, 1956

**SUBJECT:** Van Sycle-Helix Project
FAS 467, Umatilla County

To: Mr. S. H. Probert
O F F I C E

NOTED
W. C. WILLIAMS

Umatilla County has secured all rights-of-way, deposited $31,450 required, and has signed the railroad agreement. This project may now be awarded.

Your attention is invited to the fact that paragraph V of the railroad agreement provides that the contractor must provide the railroad company with evidence of insurance before entry can be made upon railroad property.

John W. Cattrall
John W. Cattrall
Engineer, County & City Relations

JWC:mm

cc: W. C. Williams
G. S. Paxson

RECEIVED
JUN 11 1956
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
JUN 11 1956
FOR FILING

S-304 (1)
4239

W. C. WILLIAM

**OREGON STATE HIGHWAY DEPARTMENT**
INTER-DEPARTMENT CORRESPONDENCE

Salem Office
June 1, 1956

SUBJECT: Pux 146-Helix G-Xing
Helix-Van Sycle FAS No. 467
N.P. Rwy. Co. (Umatilla Co.)

To: Mr. H. B. Glaisyer
Secretary
State Highway Commission
Office

Herewith I hand you for execution by the State Highway Commission original and two copies of form of agreement between the Highway Commission, Umatilla County and Northern Pacific Railway Company, relative to the Helix Grade Crossing project on the Helix-Van Sycle County Road which the Highway Commission is constructing under the Federal Aid Regulations.

The instruments have been examined by Mr. Cattrall and by Mr. Paxson and have been approved by this office as to form.

After execution by the Highway Commission please return all copies direct to me for further handling.

J. W. DeSOUZA
Assistant Counsel

JWD:RN
ENCL.
cc: Mr. W. C. Williams ✓
Mr. John W. Cattrall
Mr. G. S. Paxson
Mr. C. W. Enfield

RECEIVED
JUN 1 1956
OFFICE OF
STATE [illegible] ENGINEER

RECEIVED
APR 26 1956
FOR FILING

5-3.4 f.1

4739

April 25, 1956

County Court of Umatilla County
Court House
Pendleton, Oregon

Gentlemen:

We are enclosing herewith for the records and files of Umatilla County one fully executed copy each of a Maintenance and Finance Agreement covering the Helix-Van Sycle Section of FAS 467 in Umatilla County.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

rn
Enc. 2

CEIVED
APR 26 1956
FOR FILING

file

Salem, Oregon
April 25, 1956

FAS 467, Umatilla County
Helix-Van Sycle Section

Mr. John W. Cattrall
City & County Relations Engineer
Office

Attached hereto for further handling are four certified copies of a Maintenance Agreement and one conformed copy of a Finance Agreement with Umatilla County covering the Helix-Van-Sycle Section of FAS 467 in Umatilla County.

One fully executed copy of each agreement has been retained in this office for the Commission's files and one fully executed copy of each has been sent to the County Court of Umatilla County.

Secretary

rn
Attach: 5

FORM 230—30M—11-55—90224

# OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
April 17, 1956

SUBJECT: FAS 467, Umatilla County
Helix-Van Sycle Section

To: Mr. G. S. Paxson
OFFICE

Attached are three copies of an agreement covering the Helix-Van Sycle Section of FAS 467 in Umatilla County.

Two copies of the agreement have been executed by the county and are now ready for presentation to the Highway Commission.

Also attached are six copies of a maintenance agreement covering the same project. After signature by the Highway Commission, please return four either fully executed or certified true copies to this office for transmittal to the B.P.R.

This project was approved by the Highway Commission on March 2, 1955.

John D Graham
John D. Graham
Office Engr., County & City Relations

JDG:mm
Att.

For Commission action

APPROVED
ASST. STATE HIGHWAY ENGINEER
Date Apr 18, 1956

AUTHORIZED BY HIGHWAY COMMISSION
Date 3-2-55 Minute page 34 also 4-13-55 minute page 43 also 9-22-55 page 34
ass't Secretary

RECEIVED
APR 17 1956
OFFICE OF
STATE HIGHWAY ENGINEER

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RECEIVED
APR 3 - 1956
FOR FILING

S-304 (1)

4739

April 2, 1956

Mr. E. F. Kidder
Division Engineer
Union Pacific Railroad Company
2525 N. Larrabee Avenue
Portland 12, Oregon

Re: Grade crossing near Havana Station

Dear Sir:

I am attaching hereto a map and our description of the easement necessary in constructing the grade crossing of your tracks by the Havana-Helix Secondary Highway near Havana Station in Umatilla County. I am also attaching a set of the plans for this project.

This is a project concerning which I talked to you over the phone a few days ago. Our contract has been awarded and our contractor is desirous of beginning work on the structure over Wildhorse Creek. One bent of this structure comes within your right of way but is approximately 40 feet from the center line of your track. The Public Utilities Commissioner hearing on this project was held sometime ago, and P.U.C. Order #34387 was issued. In order to expedite the work, we would appreciate a permit of entry pending the drawing up of the easement.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

G. S. Paxson
Assistant State Highway Engineer

GSP:gm
Encls.

cc Mr. Forrest Cooper
Mr. R. L. Porter

# DESCRIPTION OF METES AND BOUNDS

Purchase ( ) Lease ( ) Easement (X) R. R. Encroachment ( ) Sale ( ) ........ (Other)

(State Purpose R.R. Grade Xing

USE: R/W (X) St. Pile ( ) Quarry/Gr. Pit ( ) Park ( ) Maint. ( ) ........ (Other)

Description prepared by D.N.S., April 2, 1956; Checked by ........, ........, 19....

Owner Union Pacific Railroad

Havana Section, Havana-Helix Highway.

A parcel of land lying in the NW¼ of Section 23, Township 3 N, Range 33 E, W. M., Umatilla County, Oregon, ~~and being a portion of that tract of land described in that certain deed to~~ ........, ~~recorded in Book~~ ........, ~~Page~~ ........ ~~of~~ ........ ~~County Records of Deeds;~~ the said parcel being described as follows:

Beginning at a point on the southerly R/W line of the Union Pacific Railroad opposite R. R. Station 382+65, which point is also opposite and 40 ft. easterly of, when measured at right angles to, Engineer's Centerline Station 12+75; thence on a 676.62 ft. radius curve left (the long chord of which bears N 22°24'44" E) 150.9 ft. to a point on the northerly R/W line of the Union Pacific Railroad opposite R. R. Station 383+67; thence westerly along said northerly R/W line to a point opposite R. R. Station 382+55; thence on a 596.62 ft. radius curve right (the long chord of which bears S 33°28'56" W) 211.8 ft. to a point on the southerly R/W line of the Union Pacific Railroad opposite R. R. Station 380+09; thence Easterly along said southerly R/W line to the point of beginning.

Bearings used herein are based upon the Oregon Co-ordinate System, North Zone.

The parcel of land to which this description applies contains 0.33 acres, ~~of which~~ ........ ~~acres lie within the existing right of way, title to which hereby is acknowledged to be in~~

RECEIVED
APR 2 - 1956
FOR FILING

S-304(1)

4739

**OREGON STATE HIGHWAY DEPARTMENT**
INTER-DEPARTMENT CORRESPONDENCE

Salem Office
March 29, 1956

SUBJECT: Pux 133-Hinkle Undercrossing
Hermiston Secondary Highway
Umatilla County

To: Mr. H. B. Glaisyer, Secretary
State Highway Commission
Office

Herewith I hand you original and duplicate copy of easement and construction agreement relative to the Hinkle Undercrossing project on the Hermiston Secondary Highway in Umatilla County. The form of agreement has been examined by Mr. Paxson and by Mr. Stephenson and has been approved as to engineering features. The instrument is approved by this office as to form.

After execution by the State Highway Commission, please return both copies to me for further handling.

J. W. DeSOUZA
Assistant Counsel

JWD:RN
ENCL.
cc: Mr. G. S. Paxson ✓
Mr. P. M. Stephenson

NOTED
G. S. PAXSON

RECEIVED
MAR 29 1956
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
MAR 16 1956
FOR FILING

S-304 (1)

4739

NOTED
W. C. WILLIAMS

# OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem Office
March 13, 1956

**SUBJECT:** Pux 146-Relocated Helix G-Xing
Helix Van Sycle-FAS No. 467
Northern Pacific Railway Company
Umatilla County

To: Mr. W. C. Williams ✓
Mr. Forrest Cooper (3)
Mr. A. F. Parson (2)
Mr. W. W. Stiffler

Herewith I hand you copy of Order No. 34387, issued by the Public Utilities Commissioner under date of March 7, 1956, relative to the relocated Helix Grade Crossing across the tracks and right of way of Northern Pacific Railway Company and the closing and barricading of an existing grade crossing near the new point of crossing.

J. W. DeSouza
J. W. DeSOUZA
Assistant Counsel

JWD:RN
ENCL.

RECEIVED

Order #34387

BEFORE THE PUBLIC UTILITIES COMMISSIONER

OF OREGON

F-2494

| | |
|---|---|
| In the Matter of the Application of the State of Oregon, by and through its State Highway Commission, for authority to construct a crossing at grade of the tracks and right of way of Northern Pacific Railway Company and to close and barricade an existing crossing at grade near Helix, known as the RELOCATED HELIX GRADE CROSSING project in the Southeast quarter of the Northeast quarter (SE¼ NE¼) of Section 34, Township 5 North, Range 33 East, W.M., Umatilla County, Oregon. | ORDER |

The above entitled matter was duly heard on Wednesday, February 1, 1956, at 9:30 A.M., in the Temporary Umatilla County Court House, Pendleton, Oregon, before C. E. Jaqua, Utility Engineer, representing the Commissioner. The following appearances are of record herein:

E. G. Bickmore, Assistant Division Engineer,
La Grande, Oregon
In behalf of Oregon State Highway Commission;

Richard Devers, Attorney, Portland, Oregon
In behalf of Northern Pacific Railway Company;

John R. Gray, County Engineer, Pendleton, Oregon
In behalf of Umatilla County.

On November 7, 1955, the State of Oregon, by and through its State Highway Commission, hereinafter referred to as Applicant, filed its application for authority to construct a crossing at grade of the tracks and right of way of the Pendleton Branch of the Northern Pacific Railway Company near Helix, in Umatilla County, Oregon, and to close the existing crossing at grade, as a part of a general improvement and reconstruction of the Helix-Van Sycle Section of Federal Aid Secondary Highway No. 467.

After due notice the matter was set down for hearing, evidence was adduced on behalf of parties as set forth above, the hearing was completed, and the matter submitted for determination. Based upon said evidence and record, it is found that:

The proposed crossing upon completion will permit the abandonment of an existing crossing situated approximately 525 feet southerly therefrom, designated as No. 6B-22.2 in the Commissioner's Catalog of Railroad Crossings in the State of Oregon, and will provide for better alignment across the tracks of Northern Pacific Railway Company.

A crossing of the highway above or below grade of railroad track would not be in the public interest in that the traffic on the railroad and highway is not of sufficient volume to justify the expenditure of funds necessary for a grade separation structure.

Two trains per day are being operated over the branch line at this location, and an estimated average of 66 vehicles per day will use the proposed crossing.

View of approaching trains from points on the highway 500 feet from the crossing is limited by brush, trees and contour of ground to such an extent that the maximum sight distance provided is 2,500 feet, and the minimum sight distance is 1,000 feet. From a point on the highway 50 feet from the crossing, approaching trains will be visible for a distance of not less than 3,000 feet.

The highway is so aligned that the point of crossing of the tracks is a junction of reverse curves, being a left curve of 14 degrees 10 minutes, and a right curve of 12 degrees 40 minutes, when proceeding in a northwesterly direction on the highway.

The highway will approach the crossing from the northwest on a descending grade of 0.45% and from the southeast on a descending grade of 1%, which grades are connected by a vertical curve 400 feet in length.

Applicant proposes to prepare plans and specifications and award contracts for the construction of the crossing, including the barricading and closing to travel of the existing crossing, and to reimburse Northern Pacific Railway Company for any expenses incurred by them in their necessary part of the construction which are reimbursable under and not prohibited by the terms of Policy and Procedure Memorandum No. 30-3 issued by the Bureau of Public Roads August 15, 1955.

Upon completion of the project, Umatilla County has agreed to maintain the highway with its appurtenances and facilities, including the pavement between the rails.

Northern Pacific Railway Company has agreed to do such work as has been requested subject to reimbursement by Applicant and, upon completion to maintain its railroad track and roadbed and the reflectorized crossing signs which will be installed.

No objections to the granting of the application for the construction of the crossing have been made by either Northern Pacific Railway Company or Umatilla County.

From the foregoing, it is concluded that the construction of a crossing at this location will facilitate highway travel, will provide no undue hazard to rail operation, meets with the approval of Northern Pacific Railway Company and Umatilla County, is in the public interest, and the application should be granted; it is therefore

ORDERED that the application of the State of Oregon, by and through its State Highway Commission, for authority to construct a crossing at grade of the tracks and right of way of Northern Pacific Railway Company and to close and barricade an existing crossing at grade, near Helix, known as the RELOCATED HELIX GRADE CROSSING project, in the Southeast Quarter of the Northeast Quarter of Section 34, Township 5 North, Range 33 East, Willamette Meridian, Umatilla County, Oregon, is granted; and it is further

ORDERED that the crossing shall be constructed in a good and workmanlike manner, and in conformity as to location, grade and angle of crossing with plan and profile submitted with the application and by this reference made a part hereof; and it is further

ORDERED that Northern Pacific Railway Company shall, at its own expense, provide and install such preservative treated ties for the full width of the highway as are necessary to insure against track structure repairs in the near future, install steel guard rails in such a manner as to provide a flangeway for the running rails and contain the roadway surfacing between the rails, and install at proper locations two Commissioner's No. 1R reflectorized crossing signs; and it is further

ORDERED that Northern Pacific Railway Company shall, subject to proper reimbursement, remove and replace such existing railroad right-of-way fences as may be necessary, elevate or reestablish existing railroad communication lines, if any there be, so as to provide adequate clearance over the highway, and furnish such watchman and flagman services as may be necessary to safeguard railroad operations during the construction period; and it is further

ORDERED that Oregon State Highway Commission shall, at its own expense, by the awarding of contracts or otherwise, perform all other construction necessary to the completion of the crossing, including the installation of two standard advance warning signs, and shall reimburse Northern Pacific Railway Company for all necessary and proper expenses which are reimbursable under and not prohibited by the terms of Policy and Procedure Memorandum No. 30-3 issued by the Bureau of Public Roads dated August 15, 1955; and it is further

ORDERED that, upon completion of the crossing, Northern Pacific Railway Company shall, at its own expense, maintain its track and roadbed and the reflectorized crossing signs; and it is further

ORDERED that, upon completion of the crossing, Umatilla County shall, at its own expense, maintain the highway roadbed and surfacing and the advance warning signs; and it is further

ORDERED that, upon completion of the crossing, the designation 6B-22.1 shall be assigned thereto and installed and maintained thereat in the customary manner as a means of identification in the Commissioner's Catalog of Railroad Crossings in the State of Oregon; and it is further

ORDERED that, upon completion of the new crossing and its opening to public travel, Oregon State Highway Commission shall, at its own expense, barricade and close to public travel the adjacent crossing now in use designated as crossing No. 6B-22.2.

Made and entered this 7th day of March, 1956.

CHAS. H. HELTZEL

Public Utilities Commissioner

(OFFICIAL SEAL)

323-1708 Vale (Nachez & "F" Sts.) 1956

4740

~~Form~~ 150—10M—7-56

# INVOICE

# Oregon State Highway Department

SALEM, OREGON

Invoice No. 49854

Date March 15, 1957

Your Req. No.

Billing Request No. cc 306

Credit distribution: 323-1706-295

City of Vale
Vale, Oregon

Attn: Mr. John W. Pierce, Recorder

Final billing city's share of cost of Naches and F Streets paving project, City of Vale, Contract No. 4740. Covered by agreement dated May 10, 1956.

| | | |
|---|---|---|
| Advance Deposit | | 4,670.00 |
| Total cost as per attached statement | 16,401.48 | |
| Less agreed state share | 15,000.00 | |
| Amount due from City | | 1,401.48 |
| To be Refunded | | $3,268.52 |

NOTED
C. G. SWENSON

ACKNOWLEDGMENT OF BILLING REQU
Cash Received with Request
By

State Printing 96055

W. C. Williams
State Highway Engineer

By

Clarence G. Swenson
Acting Engr., County and City Relations

HCA:mm
Att.

NOTED
C. G. SWENSON

[illegible]

March 15, 1957

NOTED
Harold C. Ayers

Mr. John W. Pierce
City Recorder
Vale, Oregon

[illegible]

Dear Mr. Pierce:

Final costs are now available for the paving project on Nachez and F Streets, and as per the agreement dated May 10, 1956, a refund is now due the city.

As shown in the attached statement the total cost of the project was $16,401.48, the State share $15,000, and the City share $1,401.48. As the City made an advance deposit of $4,670 a refund of $3,268.52 is due. A check in this amount will be forwarded within the next few days.

Very truly yours,

W. C. Williams
State Highway Engineer

By

Clarence G. Swenson
Acting Engr., County and City Relations

HCA:mm
Att.

NOTED
C. G. SWENSON

OREGON STATE HIGHWAY DEPARTMENT ITEMIZED STATEMENT

March 14, 1957

VALE
Special City Allotment Project
Paving - Nachez and F Streets
Contract No. 474

PAYMENTS TO CONTRACTOR

| Item | Quantity | | @ | Total |
|---|---|---|---|---|
| 1. 3/4"-0 in leveling course | 612 | c.y. | $ 2.50 | $ 1,530.00 |
| 2. Sprinkling | 52 | M.gal. | 4.00 | 208.00 |
| 3. Asphaltic concrete mixture | 1419.4 | tons | 6.00 | 8,516.40 |
| 4. 85-100 asphalt in mixture | 87.88 | tons | 43.00 | 3,778.84 |
| 5. M.C.-2 in binder | 13.17 | tons | 52.00 | 684.84 |
| 6. 1/4"-10 crushed rock in binder | 81 | c.y. | 2.60 | 210.60 |
| 7. Flagging | | | | 50.67 |

| | |
|---|---|
| Subtotal, Contract Items.... | $14,979.35 |
| Construction Engineering.... | 1,134.64 |
| Survey...................... | 287.49 |
| Total Cost.................. | $16,401.48 |
| Less Agreed State Share..... | 15,000.00 |
| City Share of Cost.......... | $ 1,401.48 |
| City Advance Deposit........ | 4,670.00 |
| REFUND DUE CITY............. | $ 3,268.52 |

HCA:mm

A

OREGON STATE HIGHWAY DEPARTMENT
(date)
December 10, 1956

523-1768

| | | |
|---|---|---|
| (CONTRACT NO.) | (EST. NO.) | (CONTRACTOR) |
| 4740 | 4-Final | T. W. Thomas |

| | | | |
|---|---|---|---|
| (VOUCHER NO.) | (WARRANT NO.) | (AMOUNT) | (DATE) |
| 26234 | H-167387 | $ 550.67 | 12/10/56 |

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

Ruth Rawlings
ACCOUNTING DIVISION

Specified completion Date: Sept. 15, 1956

Time Extensions: to Sept. 21, 1956

Completion Date: Sept. 21, 1956

Date Accepted: Nov. 8, 1956

Penalties: None of record

Claims: None of record

Remarks:

Date: 12-11-56

To the Accounting Division:

Release of the above warrant is hereby authorized

H B Glaisyer
H. B. Glaisyer
Secretary

Warrant Mailed: DEC 11 1956

Ruth Rawlings

NOTED ON CARD

RECEIVED
DEC 10 1957
FOR FILING

December 9, 1957

Mr. L. H. VanBuskirk
c/o Lloyd's Insurance
Denny Building
Walla Walla, Washington

Dear Mr. VanBuskirk:

Responding to your request of December 5, 1957 I enclose excerpts from the Oregon laws with respect to the filing of claims against State Highway Contracts.

The State Highway Department has no special form for the filing of claims, but in looking over the enclosed excerpt you will note the suggested form therein. You will also note that the claim must be filed with the Secretary of State prior to the expiration of the period of six months from date of completion of the contract and acceptance of the same by the State Highway Commission; however, we would like to have a copy of it in our files.

You mentioned that you wished to file a claim against the T. W. Thomas job at Vale, Oregon. Our records show that Mr. Thomas was awarded two contracts in that vicinity, one being State Highway Contract No. 4557 for grading and paving and bridge construction on the Burrell-Vale Section of the Central Oregon Highway, and the other, State Highway Contract No. 4740 for construction of the Vale (Nachez and "F" Streets) paving project.

Contract No. 4557 was completed by Mr. Thomas on October 25, 1956 and was accepted by the Highway Commission on January 22, 1957. Final payment was made to Mr. Thomas on March 22, 1957 and the warrant for a post final was mailed to him on September 11, 1957. It seems, therefore, that the time for the filing of the claim with the Secretary of State has elapsed; however, I might say that the bond furnished by Mr. Thomas in this instance was written by the Maryland Casualty Company, for whom Mansfield & Co., 1975 S. W. 5th Avenue, Portland 1, Oregon, is the local agent.

Our records show that Contract No. 4740 was completed by Mr. Thomas on September 21, 1956 and was accepted by the Highway Commission on November 8, 1956. The warrant for final payment was mailed on December 11, 1956. The bond furnished by Mr. Thomas in connection with this job was written by the same company that wrote the bond on Contract No. 4557.

Mr. VanBuskirk

December 9, 1957

It appears from this record that it is too late to file an official claim against either of these contracts.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

HBG:jmc

Encl.

insure with

LLOYD'S

insurance · loans · real estate

TELEPHONE
JACKSON 5-4110

DENNY BUILDING
WALLA WALLA, WASHINGTON

R. C. LLOYD
RAY FORREST
ROBERT E. LANDT

December 5, 1957

Mr. H. B. Glaisyer
State Highway Commission
Salem, Oregon

Dear Mr. Glaisyer:

Would you please send the forms that are necessary to file a claim on the [illegible]. A. [illegible] job at Vale, Oregon. Thank you.

Sincerely yours,

L. H. Vanduskirk

ANSWERED
H. B. GLAISYER

RECEIVED
DEC [illegible], 1957
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
NOV 29 1956
FOR FILING

| |
|---|
| 323-1958 |
| |
| 4740 |

November 2[illegible], 1956

Mr. [illegible] Thomas
10[illegible] [illegible] Holladay St.
Portland, Oregon

Dear Sir:

The State Highway Commission at its meeting on November [illegible], 1956 had under discussion your request for an extension of time from September 15, 1956 to October 1[illegible], 1956 within which to complete your contract No. 4740, for paving on Vale ([illegible]aches and [illegible] Sts.) City Streets Section in Malheur County.

We are pleased to inform you that the State Highway Commission granted your request to and including September 21, 1956, the actual completion date of the contract. The action of the Commission was based upon the recommendation of the State Highway Engineer, whose report on the subject considered but did not necessarily accept any of the reasons given by you for failure to complete the project within the specified time limit.

Very truly yours

[illegible] Glaisyer, Secretary
OREGON STATE HIGHWAY COMMISSION

By

Assistant Secretary

gl

cc: [illegible] Larson,
Division Engineer

Blair [illegible] Hill
Resident Engineer

Tom Edwards,
Construction Engineer

NOTED
Harold C. Ayers

November 19, 1956

Mr. John W. Pierce
City Recorder
Vale, Oregon

NOTED
J. F. [illegible]

Dear Sir:

This is to advise you that Contract No. 4740 with T. W. Thomas for paving on Natches and F Streets was completed September 21, 1956.

Under the terms of the agreement dated May 10, 1956, the City assumed maintenance of and continued jurisdiction over the above project as of the date of completion.

Very truly yours,

W. C. Williams
State Highway Engineer

By

Clarence G. Swenson

Clarence G. Swenson
Acting Engineer, County and City Relations

JDG:mm

NOTED
JOHN D. GRAHAM

A

RECEIVED
OCT 3 1956
FOR FILING

322-1708

4740

October 3, 1956

Request for extension of time
No. 1
November 8 and 9 meeting

Oregon State Highway Commission

Gentlemen:

Herewith is a request from T. M. Thomas for an extension of time on the Vale City Streets Project, Contract No. 4740, from September 15, 1956 to October 15, 1956.

All work on this project was completed, with the exception of the final seal, by the specified completion date. The contractor actually completed all work on September 21, with an overrun of six days which did not cause inconvenience to the public or added expense to the State. I recommend that the extension to and including September 21 be granted without penalty.

Very truly yours,

W. C. Williams
State Highway Engineer

Encl.
EAP:of hi
cc Mr. Tom Edwards

Form E-1—10M—1-56

323-1708

O GON STATE HIGHWAY DEPARTM T

# Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending September 21, 19 56.

Section Vale (Natchez & "F" Streets)

Highway City streets

Contractor T.W. Thomas

Date of contract June 13, 19 56

Date work started July 23, 19 56

Project authorization $ 19,423.13

Exclusive of Engineering $ 18,041.93

Kind of work Paving

Section prefix 323-1708

Contract number 4740

Date of completion Sept. 15, 19 56.

Estimated date of completion Sept. 21, 19 56

Per cent of time elapsed 106 %

Estimated cost of completed project, exclusive of engineering $ 14,572.50

Estimated per cent ~~overrun~~ or underrun 15 %

Per cent of contract completed, based on total contract price 100 %

Engineering authorization $ 1,381.20

Engineering cost to date $ 1,195.00, 87 %

Date project was completed September 21, 1956 19

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Subcontractor J.C. Compton Co. shaped up leveling course Friday pm and Saturday a.m. then shot an MC-2 Binder Saturday Sept. 15, at 1:30 p.m. City officials blocked off streets to help us get a good penetration. No traffic on streets for 5 hours.

Contractor started paving operations at 9:00 a.m. Wed. Sept. 19, 1956 got all of Natchez St. paved and one block on "F" St. and approaches as indicated on the plans. 798.375 tons.

Thursday Sept. 20 438.1 tons ran out of oil at 2:00 p.m.

Friday Sept. 21, 1956 182.925 tons finished at 10:30 p.m.

Paving of street was one 3" lift of Asphaltic Concrete. Don't like them.

Mr. Parson & Mr. Bickmore over job Tuesday Sept. 18, 1956.

Owen Seaman street inspector, Jim McLaughlin checker, Ron Shortener Weigh Ing.

RECEIVED SEP 2 1956 OFFICE OF

NOTED

Signed Clair E Hall

NOTED FORREST COOPER

Address Vale

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

NOTED V. D. WOLFE

NOTED L. H. Young

Noted M. N. Juve

State Printing 22072

|  | GRADING | SURFACING | MAINTENANCE MATERIALS | OIL AND BITUMINOUS MACADAM | PAVING |
|---|---|---|---|---|---|
| Miles in project |  | 0.48 |  | 0.48 | 0.48 |
| Miles partially completed |  |  |  |  |  |
| Miles completed |  | 0.48 |  | 0,48 | 0.48 |
| Total estimated quantities (contract) |  | 630 |  | ~~12x86x~~ | 1,800 |
| Total quantities corrected to date |  | 692 |  | 12.86 | 1,419.4 |
| Estimated quantities moved or placed to date |  | 692 |  | 12.86 | 1,419.4 |
| Average daily quantities |  |  |  |  |  |
| Average daily quantities necessary to complete project on time |  |  |  |  |  |
| Number shifts per day |  |  |  | 1 | 1 |
| Hours per shift |  |  |  | 9 | 9 |
| Average force on project for week |  |  |  | 12 | 14 |
| Men |  |  |  | 4 | 5 |
| Supervision |  |  |  | 2 | 3 |
| Men and trucks under 3 tons |  |  |  |  |  |
| Men and trucks over 3 tons |  |  |  | 3 | 5 |
| Men and tractors |  |  |  | 3 | 1 |

Equipment used during week: Shovels 1, Power graders 1, Rollers 2, Mixers ........., Crushing or screening plants .........

Compressors ..........., Bulldozers ..........., Compaction rollers 2, . . . . Power Broom 1, . . . . ...........

|  | WEATHER | HRS. DELAY | CAUSE OF DELAY |
|---|---|---|---|
| Sunday |  |  |  |
| Monday | Fair |  |  |
| Tuesday | " |  |  |
| Wednesday | " |  |  |
| Thursday | " |  |  |
| Friday | " |  |  |
| Saturday | Fair Hot |  |  |

2.26.56

5.5.55

9-20-56

RECEIVED
JUN 29 1956
FOR FILING

23-1705

4740

June 28, 1956

Mr. T. W. Thomas
10248 N. E. Holladay St.
Portland, Oregon

Dear Sir:

We enclose herewith for your files a fully executed copy of contract No. 4740, which was awarded to you on June 13 by the State Highway Commission, for paving on the Vale (Naches & "F" Streets) City Streets Section in Malheur County.

We are also sending a copy of this contract to the surety on your performance bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encl.

RECEIVED
JUN 21 1956
FOR FILING

FORM E-30X—30,000—10-54—79484

[illegible]

## OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
June 14, 1956

SUBJECT: Vale City Allotment Project
(Nachez & F Streets)

To: Mr. S. H. Probert
OFFICE

The city of Vale has deposited $4,670 and this project is now clear for award of a contract.

John W. Cattrall
John W. Cattrall
Engineer, County & City Relations

JWC:mm

cc: W. C. Williams
G. S. Paxson

NOTED
G. S. PAXSON

RECEIVED
JUN 14 1956
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
JUN 28 1956
FOR FILING

[illegible]

4740

June 13, 1956

Mr. T. W. Thomas
10248 N. E. Holladay St.
Portland 16, Oregon

Dear Mr. Thomas:

The State Highway Commission on June 5, 1956 accepted your proposal for the Vale (Nachez and "F" Sts.) Paving Project in Malheur County for the sum of $17,165.00 and referred it to the State Highway Engineer with authority to award the contract to you as soon as certain conditions had been fulfilled. This note is to inform you that such conditions have now been satisfied and that the State Highway Engineer today awarded you the contract in conformity with the Commission's authorization. This project has been assigned Contract No. 4740.

Contract forms are now being prepared in this office and will be mailed to you shortly for execution.

This confirms my wire to you of this date.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

HEG:blm

cc: Pacific Builder & Engineer, Inc.
2418 Third Ave.
Seattle 1, Washington

Att. Dorothy McCormack

R. G. Savage, SIAC
Forrest Cooper
S. H. Probert

NOTED
J. Mc C.

DOMESTIC SERVICE
Check the class of service desired; otherwise this message will be sent as a fast telegram
TELEGRAM ☐
DAY LETTER ☐
NIGHT LETTER ☐

$
S
E

# WESTERN UNION
# TELEGRAM
W. P. MARSHALL, PRESIDENT

1206 (4-55)

INTERNATIONAL SERVICE
Check the class of service desired; otherwise the message will be sent at the full rate
FULL RATE ☐
LETTER TELEGRAM ☐
SHORE-SHIP ☐

| NO. WDS.-CL. OF SVC. | PD. OR COLL. | CASH NO. | CHARGE TO THE ACCOUNT OF | TIME FILED |
|---|---|---|---|---|
| | | | | |

*Send the following message, subject to the terms on back hereof, which are hereby agreed to*

Salem, Oregon
June 13, 1956
4:30 p.m.

Mr. T. W. Thomas
10248 N. E. Holladay St.
Portland 16, Oregon

Contract for Vale (Nachez & "F" Sts.) Paving Project in Malheur County for which you submitted low bid on June 5, 1956 awarded you today. Contract forms follow shortly.

H. B. Glaisyer, Secretary
OREGON STATE HIGHWAY COMM.

cc: Confirmation
Files ✓
Accounting (5003-900)
C. W. Head

---

Total..... $19,673.13

As per the agreement between the City and State, the City is to pay all costs in excess of $15,000 and is to make this payment by means of an advance deposit. If the City wishes to proceed with the project an advance deposit of $4,670 is required. Please make this deposit by means of a check made payable to the Oregon State Highway Commission.

Your immediate attention to this matter will be appreciated as a contract cannot be awarded until the deposit is in our hands.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

John W. Cattrall
Engineer, County and City Relations

HCA:mm

NOTED
Harold C. Ayers

June 6, 1956

Mr. John W. Pierce
City Recorder
Vale, Oregon

NOTED
J. W. CATTRALL

[illegible]

Dear Sir:

On June 5, 1956, the State Highway Commission received bids on the paving project on Nachez and F Streets in Vale. The low bid was submitted by T. W. Thomas and the revised estimate based on this bid is as follows:

| | |
|---|---|
| Contract Items | $17,165.00 |
| Flagging | 100.00 |
| Engineering & Contingencies | 2,158.13 |
| Survey | 250.00 |
| Total..... | $19,673.13 |

As per the agreement between the City and State, the City is to pay all costs in excess of $15,000 and is to make this payment by means of an advance deposit. If the City wishes to proceed with the project an advance deposit of $4,670 is required. Please make this deposit by means of a check made payable to the Oregon State Highway Commission.

Your immediate attention to this matter will be appreciated as a contract cannot be awarded until the deposit is in our hands.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

John W. Cattrall
Engineer, County and City Relations

HCA:mm

NOTED
Harold C. Ayers

June 6, 1956

Mr. John W. Pierce
City Recorder
Vale, Oregon

NOTED
J. W. CATTRALL

[illegible]

Dear Sir:

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| | |
|---|---|
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| Survey | 250.00 |
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Your immediate attention to this matter will be appreciated as a contract cannot be awarded until the deposit is in our hands.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

John W. Cattrall
Engineer, County and City Relations

HCA:mm

RECEIVED
JUN 1 - 1956
FOR FILING

323-170.8

4740

file

Salem, Oregon
May 31, 1956

[illegible]
34

Mr. John W. Cattrall
City & County Relations Dept.
Office

Attached hereto is a conformed copy of an agreement with the City of Vale covering the Special City Allotment project on Machez Street and F Street in the City of Vale.

A fully executed copy of the above agreement has been retained in this office for the Commission's files and one fully executed copy has been sent to the City Recorder, Vale, Oregon.

Secretary

FH
Attach: 1

FORM E30—50M—2-55—62866

# OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
May 22, 1956

SUBJECT: $250,000 Fund Agreement (1956)
Vale

To: Mr. G. S. Paxson
OFFICE

Attached are three copies of an agreement covering the Special City Allotment project on Nachez Street and F Street in the City of Vale.

Two copies of the agreement have been executed by the City and are now ready for presentation to the Highway Commission. Both copies require signature of approval.

This project was approved by the Highway Commission on December 19, 1955.

John D. Graham
John D. Graham
Office Engr., County & City Relations

JDG:te
Att.

APPROVED
ASST. STATE HIGHWAY ENGINEER
Date May 23, 1956

5-23-56
REFERRED TO
Mr. Glaisyer
for agenda

AUTHORIZED BY HIGHWAY COMMISSION
DATE 12-19-55 Minute Page 32.
Secretary

RECEIVED
MAY 23 1956
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
MAY 31 1956
FOR FILING

| |
|---|
| 323 |
| |
| 4740 |

May 31, 1956

Mr. John W. Pierce, City Recorder
City Hall
Vale, Oregon

Dear Sir:

We are enclosing herewith for the records and files of your City a fully executed copy of an agreement between the State Highway Commission and the City of Vale covering the Special City Allotment project on Naches Street and F Street in the City of Vale.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

rn
Enc.

5-10-56

[illegible] RELATIONS

# ORDINANCE NO. 426

AN ORDINANCE PROVIDING FOR AN AGREEMENT BY AND BETWEEN THE CITY OF VALE, OREGON, AND THE STATE OF OREGON, ACTING BY AND THROUGH ITS STATE HIGHWAY COMMISSION, FOR THE IMPROVEMENT OF NACHEZ STREET FROM A STREET TO F STREET AND F STREET FROM NACHEZ STREET TO WEST MAIN STREET, A DISTANCE OF APPROXIMATELY 0.47 MILE: PRESCRIBING THE FORM AND CONTENT OF SAID AGREEMENT: AUTHORIZING THE MAYOR AND CITY RECORDER TO EXECUTE THE SAME ON BEHALF OF THE CITY; AND DECLARING AN EMERGENCY.

WHEREAS, the City of Vale has heretofore made an application to the State Highway Commission for assistance in the improvement of certain streets under the provisions of 366.800 and 366.805, O.R.S.; and

WHEREAS, the State Highway Commission has accepted such application for the improvement of Nachez Street from A Street to F Street and F Street from Nachez Street to West Main Street, a distance of approximately 0.47 mile; and

WHEREAS, in said agreement the State Highway Commission has agreed to pay the cost of the project up to $15,000.00 and the City of Vale is to pay all costs in excess of $15,000.00,

Now, therefore,

THE CITY OF VALE DOES ORDAIN AS FOLLOWS:

Section 1. That the agreement above referred to, to be entered into between the City of Vale and the State of Oregon, acting by and through the State Highway Commission, providing for the improvement of

5-10-56

[illegible]

# ORDINANCE NO. 426

AN ORDINANCE PROVIDING FOR AN AGREEMENT BY AND BETWEEN THE CITY OF VALE, OREGON, AND THE STATE OF OREGON, ACTING BY AND THROUGH ITS STATE HIGHWAY COMMISSION, FOR THE IMPROVEMENT OF NACHEZ STREET FROM A STREET TO F STREET AND F STREET FROM NACHEZ STREET TO WEST MAIN STREET, A DISTANCE OF APPROXIMATELY 0.47 MILE: PRESCRIBING THE FORM AND CONTENT OF SAID AGREEMENT: AUTHORIZING THE MAYOR AND CITY RECORDER TO EXECUTE THE SAME ON BEHALF OF THE CITY; AND DECLARING AN EMERGENCY.

WHEREAS, the City of Vale has heretofore made an application to the State Highway Commission for assistance in the improvement of certain streets under the provisions of 366.800 and 366.805, O.R.S.; and

WHEREAS, the State Highway Commission has accepted such application for the improvement of Nachez Street from A Street to F Street and F Street from Nachez Street to West Main Street, a distance of approximately 0.47 mile; and

WHEREAS, in said agreement the State Highway Commission has agreed to pay the cost of the project up to $15,000.00 and the City of Vale is to pay all costs in excess of $15,000.00,

Now, therefore,

THE CITY OF VALE DOES ORDAIN AS FOLLOWS:

Section 1. That the agreement above referred to, to be entered into between the City of Vale and the State of Oregon, acting by and through the State Highway Commission, providing for the improvement of Nachez Street from A Street to F Street and F Street from Nachez Street to West Main Street, is hereby approved and accepted and is in the following words and figures, to-wit:

Ordinance proposed and introduced by Councilman __________ on the 11 day of April, 1956, and read the first time in full and referred to the Committee on Streets.

On the 10th day of ~~April~~ May, 1956, the Committee on Streets reported back the ordinance. The same was again read by title and then in full and was placed on final passage by the Common Council of the City of Vale.

The City Recorder then called the roll with the following results:

Voting for the Ordinance: Councilmen Zimmerschied- Beach, Clark, Doman

Voting against the Ordinance: Councilmen None

Absent and not voting: Councilmen Aldrich

----

Voting for the Emergency: Councilmen Zimmerschied, Beach, Clark, Doman

Voting against the Emergency: Councilmen None

Absent and not voting: Councilmen Aldrich

The Mayor declared that the measure, including the emergency, having received the constitutional majority and the measure together with the emergency regularly enacted and adopted by the Council, was approved by the Mayor on this 10th day of ~~April~~ May, 1956.

Mayor

Attest:

John W. Pierce

City Recorder

Report on Survey

Naches St. & F St. Vale City Streets March 19, 1956

The map for this project showing the relative curb grades was obtained from Mr. Melvin V. Davenport of Caldwell, Idaho, a registered Professional Engineer who is in charge of the engineering and design of the Curbs and Gutters and Storm sewer drainage for the city of Vale, Oregon.

In our paving project we will encounter four (4) manholes, 2 on Naches St. and 2 on F St. and six (6) Catch Basins on F St. The engineer working for the city of Vale has informed me that the Manholes and Catch Basins are set to the proposed finished grade of the road.

We dug test holes at station 7+00 and [illegible] on Naches St. and at 1+50 on F St., depth of gravel 8" as marked on the map. Samples of Surfacing and Sub-surfacing sent to the OSHD Salem laboratory.

Grading and Surfacing is not yet completed on F St. between station 4+60 and [illegible], but the city of Vale forces intend to get the job done before May 1956.

At this date the Curbs are placed on Naches St. between station 8+20 and 11+90 left of centerline and on F St. between station [illegible] and [illegible] and between station 2+40 and 4+59 left of centerline. The city of Vale will have the Curbs and Gutters all placed by May 1956.

The Engineer's plans indicate that the drainage will be in a Southerly direction on Naches St., East on F St. between Naches and Yakima, then South on Yakima.

The Storm Sewer between Smith and West Main St. on F St. was installed by private contractor during the week of March 12. The four (4) Catch Basins at the Smith St. intersection have not been poured at this date. Any settling of the base where the Sewer line is located should be at a minimum by May 1956.

Right of centerline between station 8+23 and 12+60 on Naches St. the city of Vale intends to install a depressed curb and gutter which will afford the Vale High School street access readily.

The T.W. Thomas Construction Company, Contractors on the Barrel-Vale Section of the Central Oregon Highway, Contract No. 4557, Prefix No. 23-1065 will have a Crusher and an Asphaltic Concrete plant operating about June 1956 and the needed quantities for the 0.47 miles of the Vale City Streets job could readily be supplied.

The Dead Haul distance from the Pit Site to the beginning of the Vale City Streets job is 2.15 miles by way of the Central Oregon Hwy. and 1.90 miles via County road and Bully Creek Road.

The gravel pit and site where the Asphaltic Concrete plant will be set up is located 0.77 miles NW of Station 96+87 of Central Oregon Highway which point is the Bully Creek Bridge. The pit is also located in Section 25, T. 18 S., R. 44 E.W.M.

Laboratory sheets No's. 356814 & 356815 verify that the gravel is suitable for Base, Top Course and Asphaltic Concrete. The Sp. Gr. of the samples was 2.69 and 2.65.

3-10-55

# RESOLUTION

WHEREAS, Section 2, Chapter 371, Oregon Laws 1943, as amended by Section 1, Chapter 149, Oregon Laws 1949, provides that:

> "Beginning with the year 1949 and annually thereafter there shall be and hereby is appropriated out of the state highway fund such sums of money as will equal 10 per cent of all moneys credited to the state highway fund by the state treasurer between January 1 and December 31 of each year and which have accrued from funds transferred to the state highway fund by the state treasurer under the provisions of section 115-135, O.C.L.A.; section 15, chapter 413, Oregon Laws 1945, as amended by section 4, chapter 114, Oregon Laws 1947; and section 29, chapter 467, Oregon Laws 1947; and from fines and penalties collected for violations of the motor vehicle and transportation laws. Such appropriation shall be distributed among the several cities as provided in this act."

and

WHEREAS, Section 3, Chapter 371, Oregon Laws 1943, as amended by Section 2, Chapter 149, Oregon Laws 1949, provides that:

> "Such appropriation shall be allocated to the cities as follows: The sum of two hundred fifty thousand dollars ($250,000) shall be withdrawn from such appropriation each year and set up in a separate account to be administered by the state highway commission. Such account shall be spent each year by such commission upon streets not a part of the state highway system within cities which are receiving excessive wear through sudden increases in population in the area or heavy and unusual industrial traffic. Such commission shall determine the distribution of such expenditures after considering applications made to it therefor from the cities. The balance remaining in such appropriation after the withdrawal of said two hundred fifty thousand dollars ($250,000) shall be distributed to all of the cities. Each city shall receive such share of the balance as its population bears to the total population of the cities."

and

WHEREAS, the City of VALE is an incorporated city of the State of Oregon, and has a population of 1518, as given by the latest official census, and

WHEREAS, the following streets of said city, Vale, Oregon

cc-50 (1953 Rev.)
ial City Allotment

Nachez street from A street to F street

D street from Nachez to Cottage street

F street from Nachez street to West Main street

Hope street from West street to city limits

Morton street from Bryant street to city limits

10th street from Morton street to city limits

are not a part or parts of the state highway system, but are streets under the jurisdiction and control of said city which are "receiving excessive wear through sudden increase in population in the area, or heavy and unusual industrial traffic," and

WHEREAS, said streets are and each of them is in need of repair, reconditioning and other major improvement,

NOW, THEREFORE, the members of the City Council, in regular or special session assembled, do hereby find, declare and resolve:

1. That the following named streets of said city, to wit:

Nachez street from A street to F street

D street from Nachez street to Cottage street

F street from Nachez street to West Main street

Hope street from West street to city limits

Morton street from Bryant street to city limits

10th street from Morton street to city limits

are in need of repair, reconditioning, and other major improvement.

2. That said streets are in their present state and condition of disrepair by reason of excessive wear through sudden increases in population in the area, or heavy and unusual industrial traffic.

3. That the Oregon State Highway Commission hereby is respectfully

requested to consider and declare said streets as qualified for reconditioning, repair, and other improvement out of funds allocated and made available by and through the said $250,000 appropriation of state highway revenues which is to be administered and spent by the Highway Commission.

4. That the City of VALE does hereby offer to the State Highway Commission, and does hereby pledge complete cooperation and assistance to the end that said city may share and participate in the use and benefit of said special fund and appropriation; and therefore does designate John Barkley as the official representative of the city in all negotiations resulting from this request.

Passed and approved this 10 day of March, 1955.

There is attached hereto and made a part hereof, a city map on which is indicated the street, streets, road, or roads described in this resolution.

---

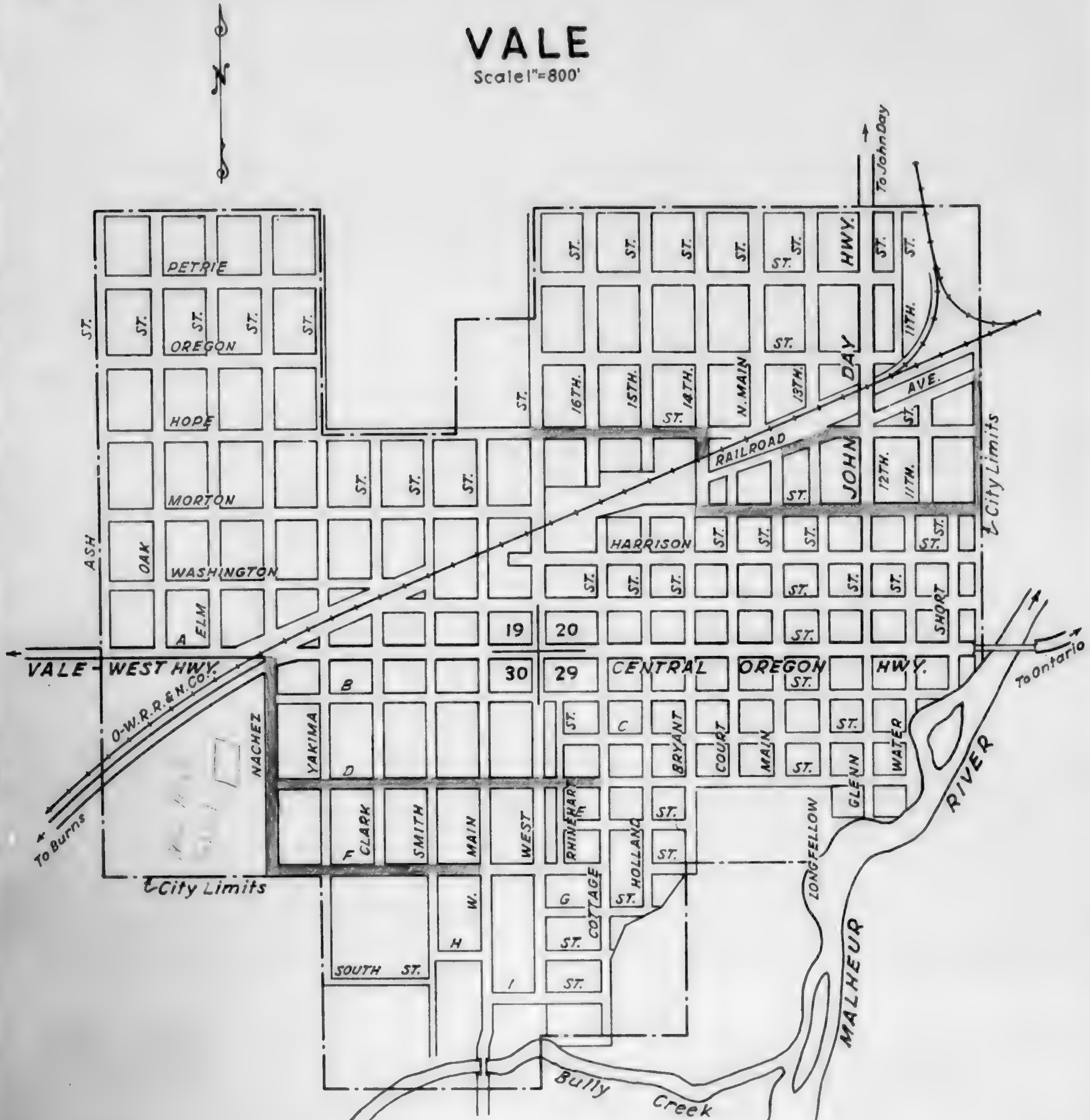
I hereby certify that the foregoing resolution was passed and approved by the City Council of the City of Vale, Oregon at a regular or special meeting of said Council, held on the 10 day of March, 1955, and the above copy is a true and correct copy of the original and of the whole thereof.

Dated this 19 day of March, 1955.

John W. Pierce
John . Pierce City Recorder

# VALE

Scale 1" = 800'



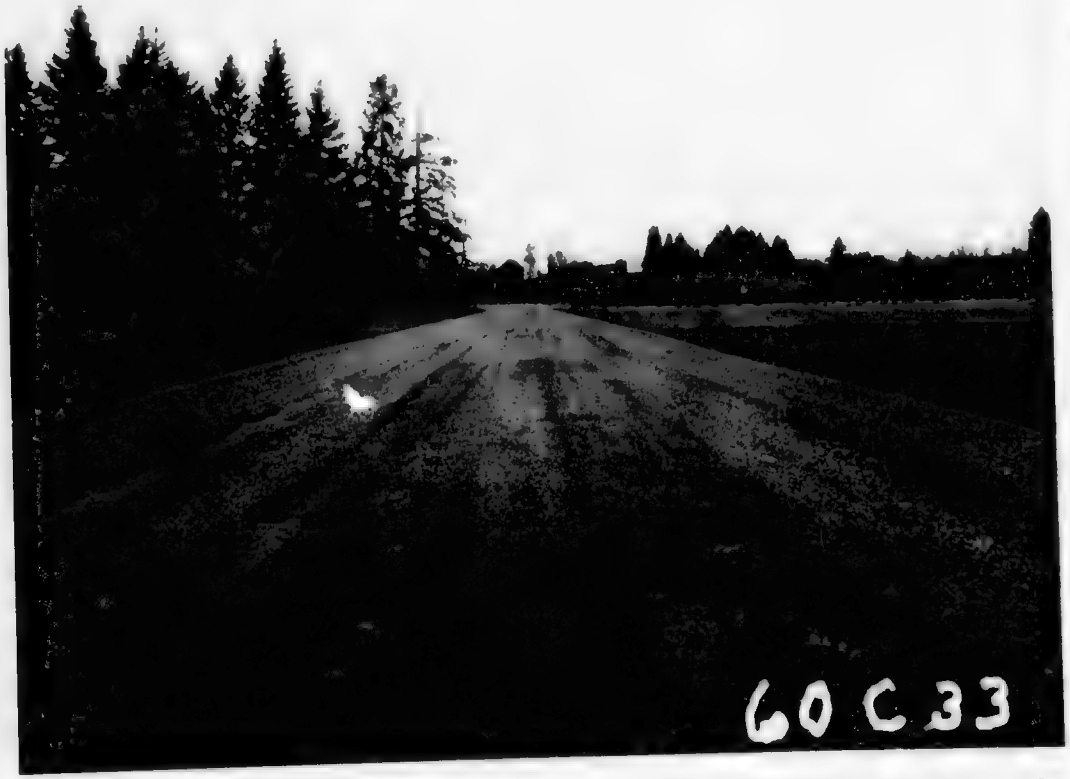
Rev. 9-1-49

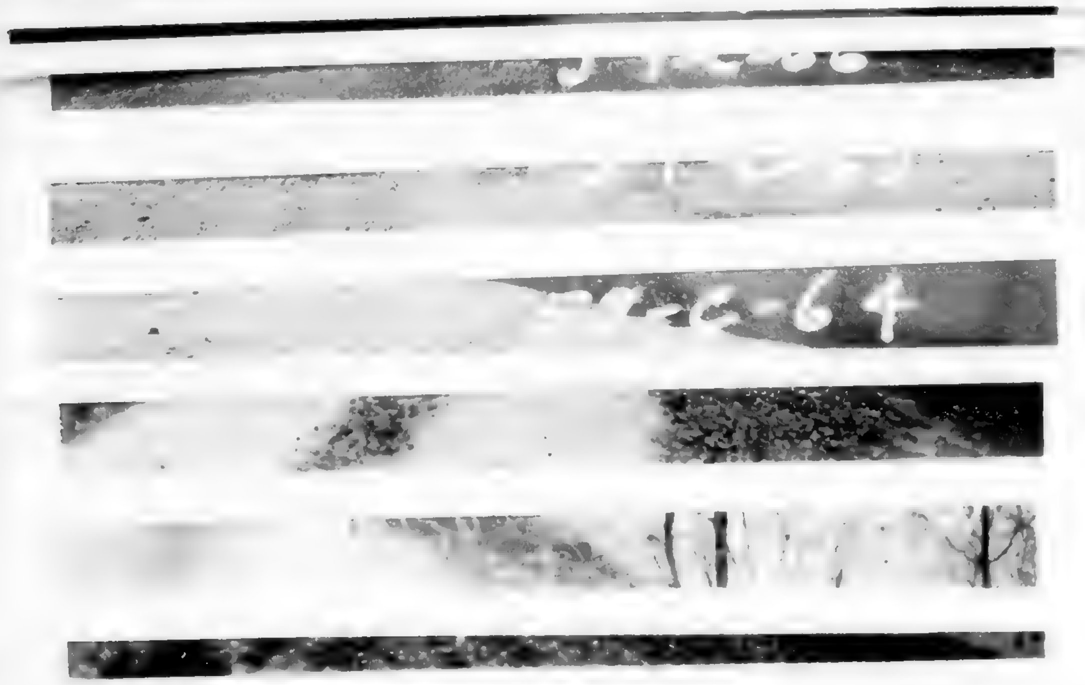
S-13 (5) Structures, Grading & Oiling 1956
Luckiamute River Bridge

FAS 145 County POLK Contract No. ______

Section [illegible]

Location [illegible]

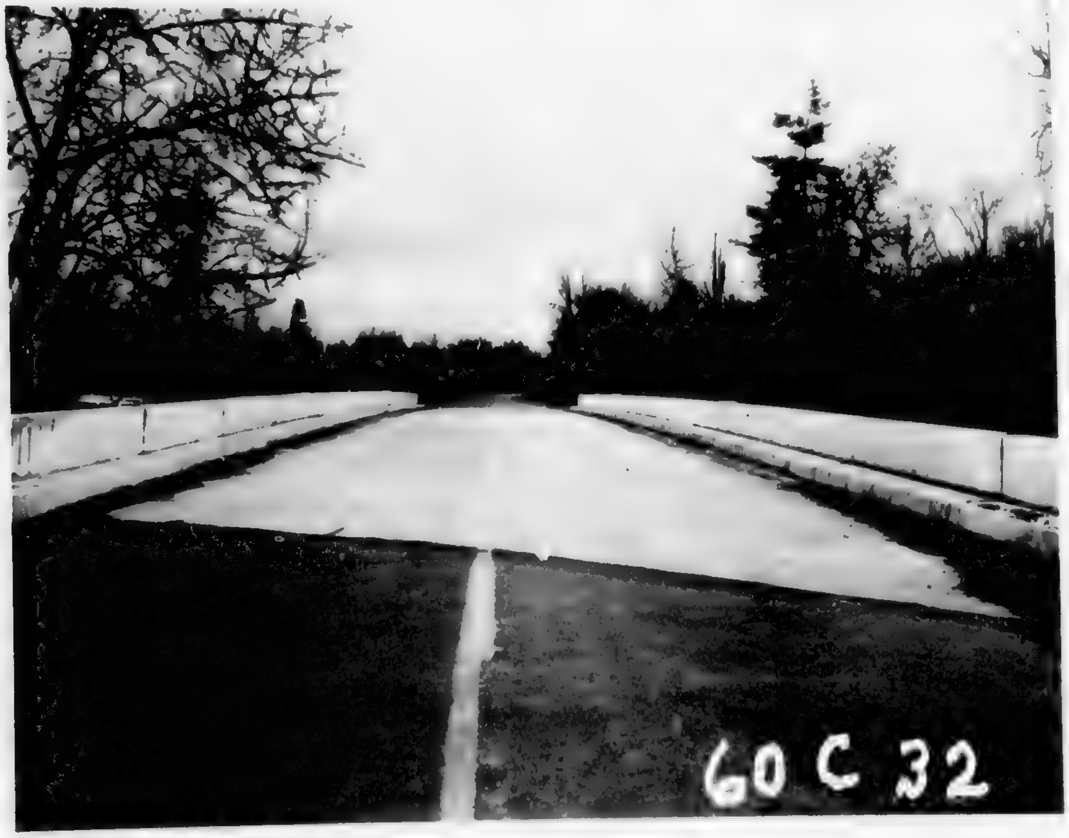


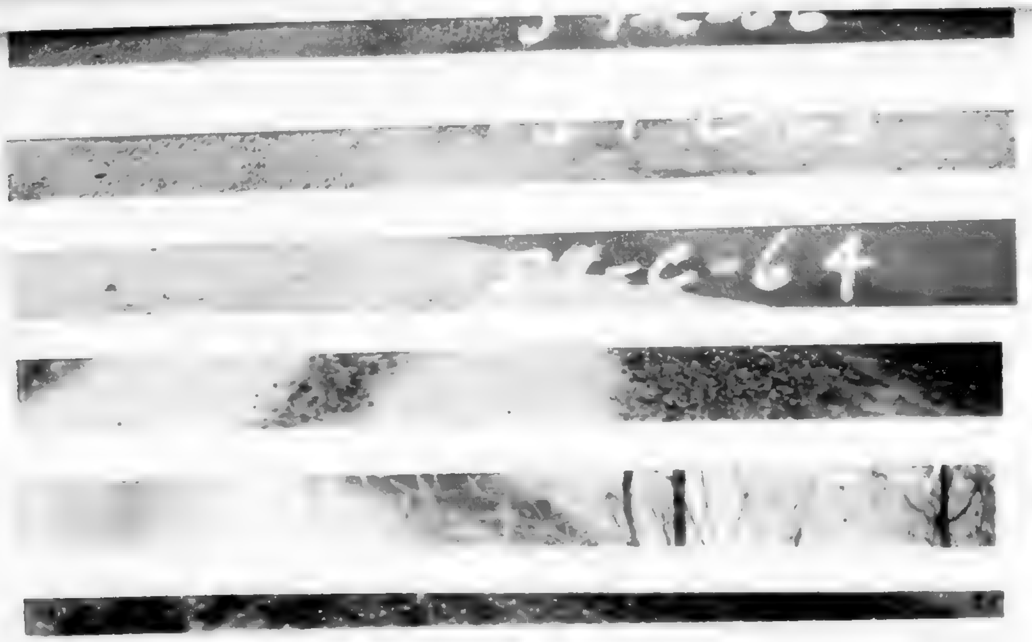


FAS

Sec

Loc

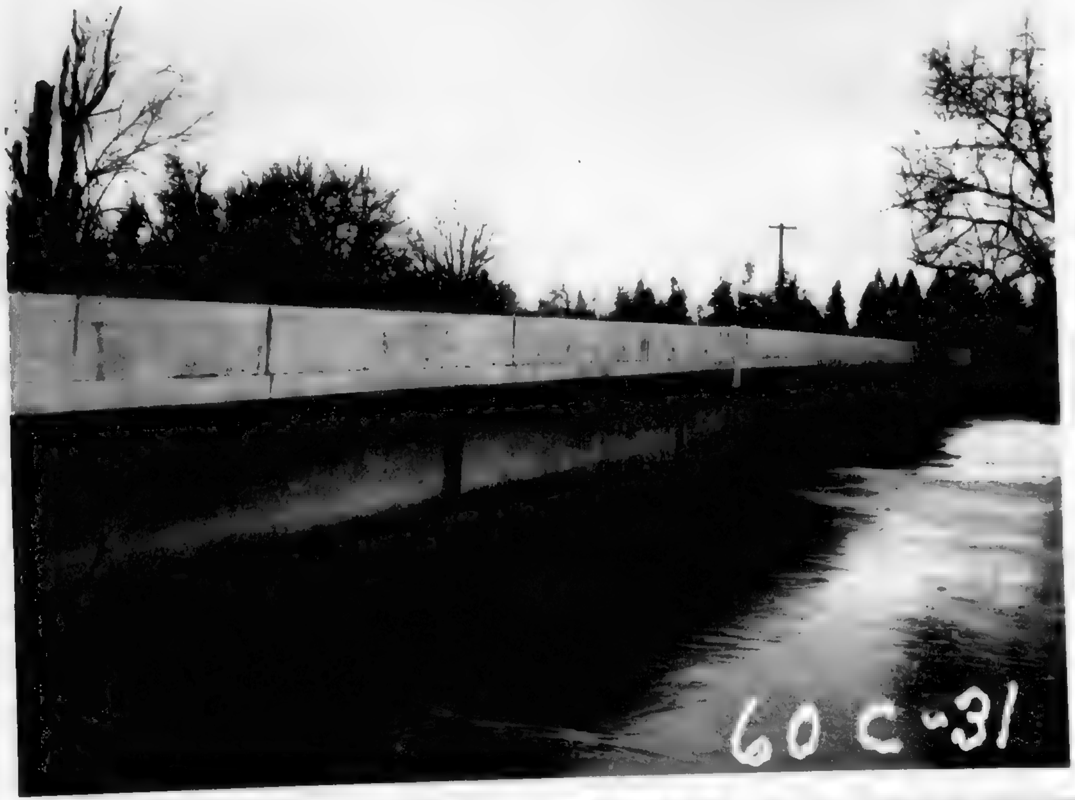




FAS

Sec

Loc



FA

Se

Lo

54-C-66

-C-64

58-160

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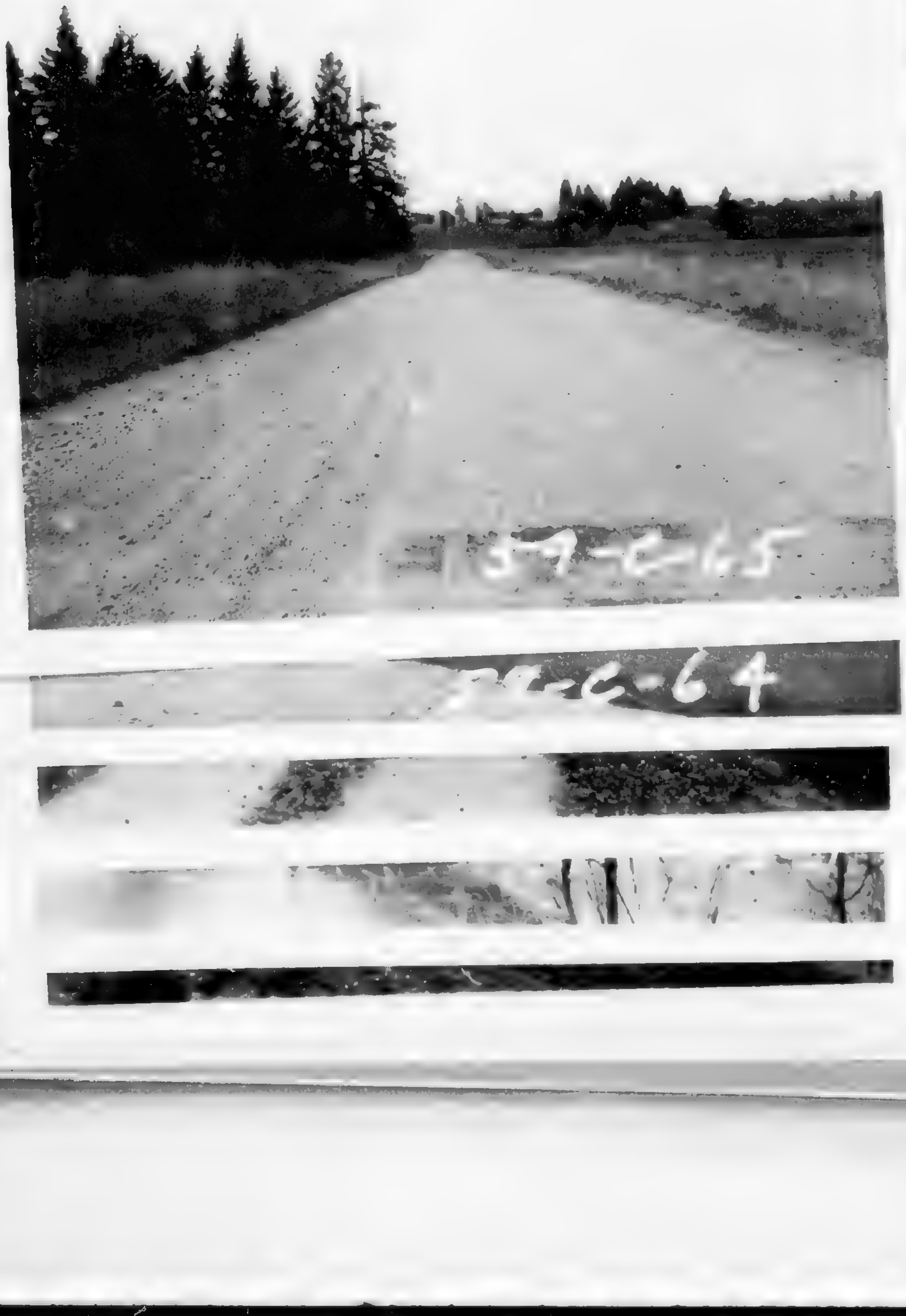
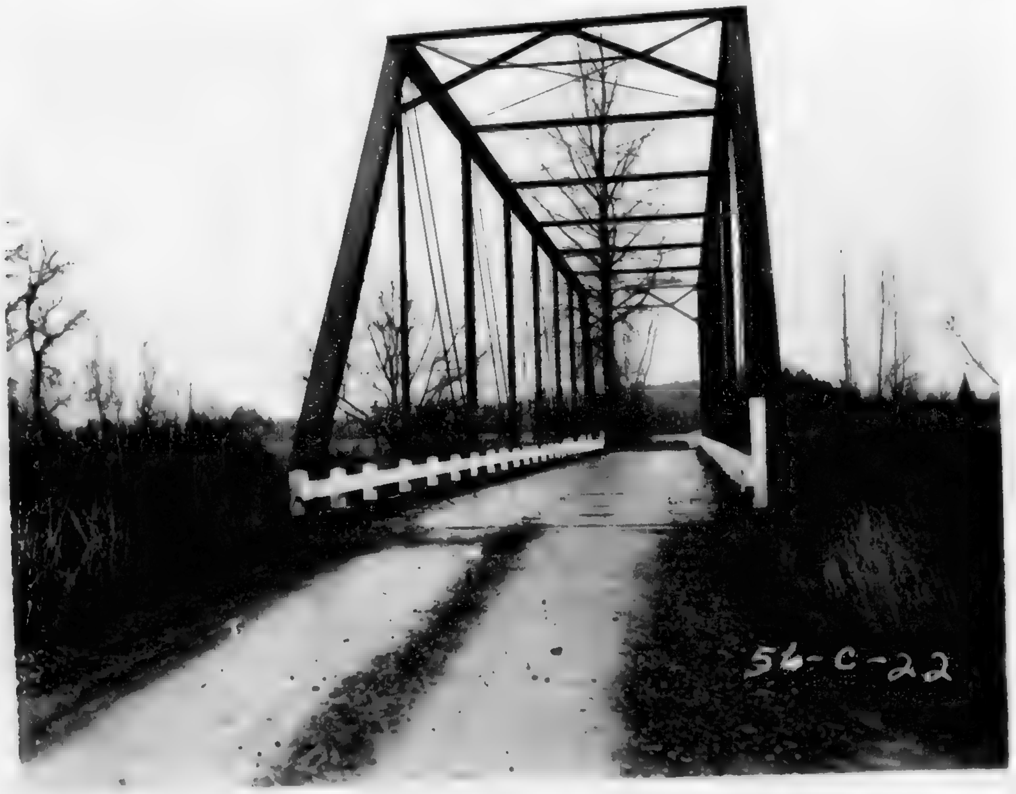


57-C-65

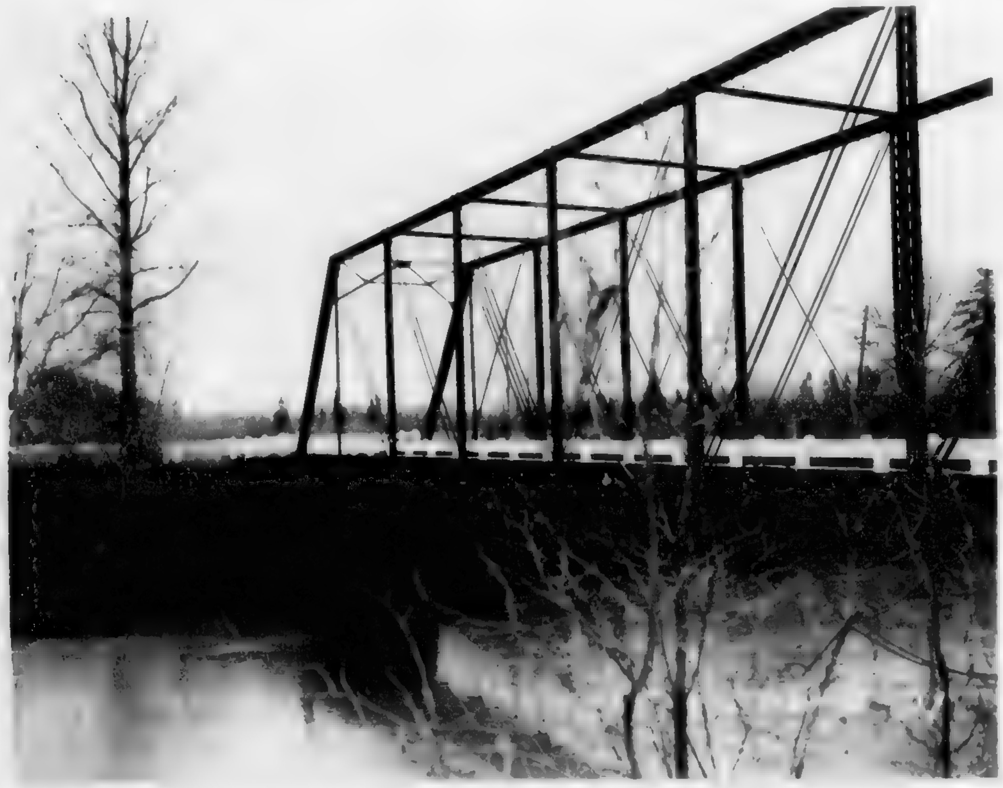
57-C-64

9-C-64

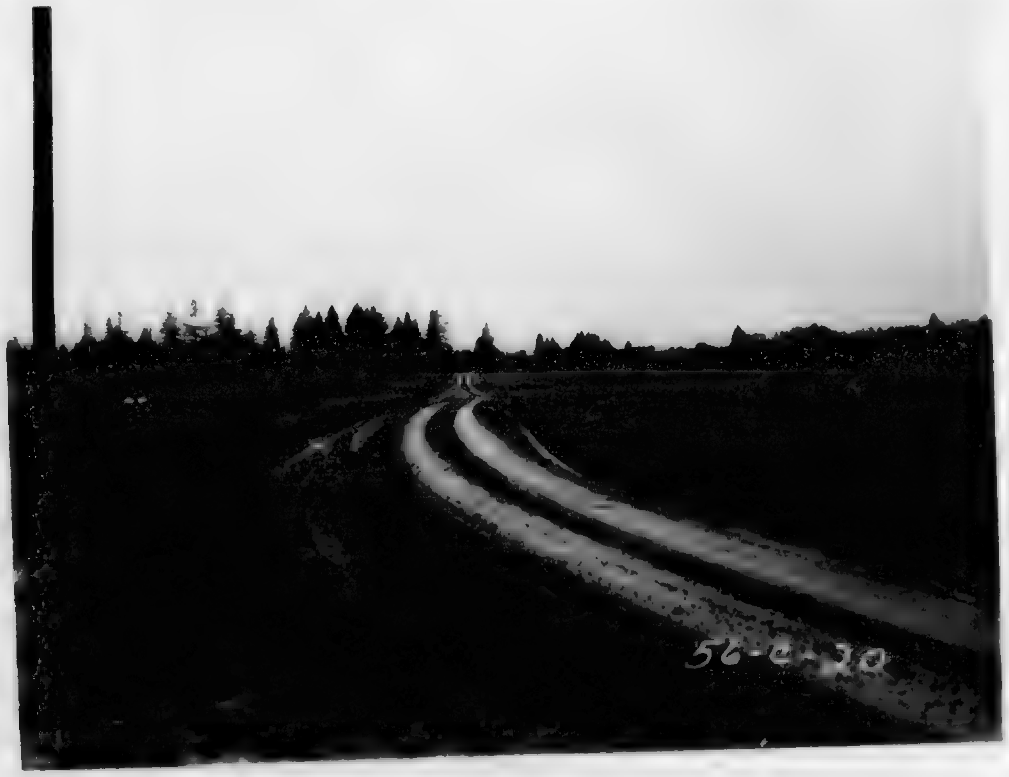
'59, '60



'59, & '60



'59, & '60


56-C-20

[redacted]

Form A-130 15M -6-57

INVOICE

# Oregon State Highway Department

SALEM, OREGON

Contract 4741
S-13(5)

Polk County
Dallas, Oregon

Attn: County Court

RECEIVED
SEP 3 1958

NOTED
V. R. JONES

Invoice No. 57211

Date September 2, 1958

Your Req. No.

Billing Request No. cc 440

Credit Distribution: 527-1038-297

---

Final billing: Luckiamute River Bridge Section, FAS 193, covered by agreement dated May 22, 1956.

| | | |
|---|---|---|
| Original advance deposit | 24,750.00 | |
| Less amount previously transferred | 19,750.00 | |
| Balance in advance deposit | | 5,000.00 |
| County share total cost as per attchd statement | 21,695.54 | |
| Less amount previously transferred | 19,750.00 | |
| Balance | | 1,945.54 |
| To be retained | | $3,054.46 |

## ACKNOWLEDGMENT OF BILLING REQUEST

Cash Received with Request: $

By

State Printing 4396

NOTED
C. G. SWENSON

---

W. C. Williams
State Highway Engineer

By

John F. Hagemann
Assistant County & City Relations Engineer

JFH:mm
Att.

NOTED
C. G. SWENSON

NOTED
Harold C. Ayers

August 29, 1958

NOTED

Polk County Court
Courthouse
Dallas, Oregon

NOTED

file

Gentlemen:

Final costs are now available for the Luckiamute River Bridge Section on FAS 193 and the West Unit, Airlie-Suver Section of FAS 560. As shown in the attached cost statements, a refund is due the County in the amount of $3,054.46 for the Luckiamute River Bridge Section and $1,625.81 for the West Unit, Airlie-Suver Section.

As previously agreed, these refunds are being retained as part of the deposit in connection with the Bethel-Zena Section of FAS 744.

Very truly yours,

W. C. Williams
State Highway Engineer

By

John F. Hagemann
Assistant County & City Relations Engineer

JFH:mm
Att.

NOTED
G. SWENSON

Completed 9/10/57

OREGON STATE HIGHWAY DEPARTMENT

ITEMIZED STATEMENT OF FINAL COSTS

County Polk Contract No. 4741 Date 8/27/58

FAS 193 Section Luckiamute River Bridge Section

PAYMENTS TO CONTRACTOR

| Item | Unit | Unit Price | Total Qty. | Total Cost |
|---|---|---|---|---|
| Payments to Contractor as per attached statement- - - - - - - - - - - |  |  |  | $103,403.99 |
| Signs - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - |  |  |  | 11.85 |
| Construction Engineering- - - - - - - - - - - - - - - - - - - - - - |  |  |  | 8,895.23 |
| TOTAL CONSTRUCTION COSTS- - - - - |  |  |  | $112,311.07 |
| FEDERAL FUNDS COLLECTED FOR PROJECT- - - - - |  |  |  | $ 68,920.00 |

AGREED COUNTY SHARE
(50% of difference between total cost and federal funds)

($112,311.07 - $68,920) x 1/2 = $21,695.54

| | |
|---|---|
| County Advance Deposit | $24,750.00 |
| Less County Share | 21,695.54 |
| REFUND DUE COUNTY- - - - - - | $ 3,054.46 |

JFH:mm

STATE OF OREGON,

To TOM LILLEBO, ASSIGNED TO: TOM LILLEBO CONSTRUCTION CO., Dr.

County Polk

Postoffice address Reedsport, Oregon

Highway Independence - Albany Road

Work done to Sept. 10, 1957

Contract No. 4741

Section Luckiamute River Bridge

Prefix No. 527-1038-201(41)

Estimate No. 10 Final

| ITEM | Unit | Unit Prices | Total Quantities To Date | Total Amount To Date | Previous Amount | Present Amount |
|---|---|---|---|---|---|---|
| **ROADWORK:** | | | | | | |
| 1. Clearing and grubbing | all | 9700.00 | 100% | 9,700.00 | 9,700.00 | - |
| 2. Drainage excav., unclass. | c.y. | 2.50 | 52.62 | 131.55 | 114.25 | 17.30 |
| 3. General excav., unclass. | c.y. | .25 | 36,203 | 9,050.75 | 9,034.70 | 16.05 |
| 4. Short overhaul | yd.sta. | .02 | 21,595 | 431.90 | 431.90 | - |
| 5. Long overhaul | C-yd.sta. | .50 | 33.6 | 16.80 | 16.80 | - |
| 6. Finishing roadbed & slopes | mile | 1000.00 | .86 | 860.00 | 860.00 | - |
| 7. 12" concrete pipe | l.f. | 2.00 | 156 | 312.00 | 312.00 | - |
| 8. Coarse mat'l. in base | c.y. | .90 | 5,719 | 5,147.10 | 5,147.10 | - |
| 9. 3/4"-0 mat'l. in base | c.y. | 3.00 | 2,095 | 6,285.00 | - | 6,285.00 |
| 10. Sprinkling | M/gal. | 2.00 | 300 | 600.00 | 204.00 | 396.00 |
| 11. Preparation of base | mile | 400.00 | .86 | 344.00 | - | 344.00 |
| 12. 3/4"-0 mat'l. in binder course | c.y. | 4.00 | 115 | 460.00 | 0 | 460.00 |
| 13. Furn. & p lacing aggregates | c.y. | 5.00 | 446 | 2,230.00 | - | 2,230.00 |
| 14. RC-3 asphalt | ton | 50.00 | 18.62 | 931.00 | - | 931.00 |
| 15. 150-200 asphalt | ton | 50.00 | 47.61 | 2,380.50 | - | 2,380.50 |
| **LUCKIAMUTE RIVER BRIDGE:** | | | | | | |
| 16. Structural excavation | c.y. | 5.00 | 44.16 | 220.80 | 100.00 | 120.80 |
| 17. Furn. treated timber piling | l.f. | 1.70 | 2,970 | 5,049.00 | 5,049.00 | - |
| 18. Drive timber piles | each | 50.00 | 66 | 3,300.00 | 3,300.00 | - |
| 19. Class "A" concrete | c.y. | 64.00 | 426.11 | 27,271.04 | 27,306.88 | -35.84 |
| 20. Metal reinforcement | lb. | .125 | 102,980 | 12,872.50 | 12,881.63 | -9.13 |
| 21. Treated timber in place | M-FBM | 390.00 | 8.8783 | 3,462.54 | 3,476.46 | -13.92 |
| 22. 8" metal drain pipe | l.f. | 5.00 | 100 | 500.00 | - | 500.00 |
| 23. Remove old bridge | all | 5700.00 | 100% | 5,700.00 | - | 5,700.00 |
| **APPROACH ROAD BRIDGE:** | | | | | | |
| 24. Furn. treated timber piling | l.f. | 1.70 | 529 | 899.30 | 838.10 | 61.20 |
| 25. Drive timber piles | each | 60.00 | 12 | 720.00 | 720.00 | - |
| 26. Treated timber in place | M-FBM | 390.00 | 10.6961 | 4,171.48 | 3,812.25 | 359.23 |
| PA#1 18" conc. pipe | l.f. | 3.75 | 96 | 360.00 | 360.00 | - |
| PA#2 Cement adjustment | sack | 1.15 | -40.24 | -46.28 | - | -46.28 |
| EO#1 Flagging (State Share) | | | | 43.01 | - | 43.01 |
| | | | | | | |
| Totals | | | | 103,403.99 | 83,665.07 | 19,738.92 |
| % Retained | | | | - | 8,043.00 | 8,043.00 |
| Total Payments | | | | 103,403.99 | 75,622.07 | 27,781.92 |

Audited and approved by

Period covered 5/15/ - 9/10/57

Items Cont. 4741 - Est. 10 Final

Computed by R. G. Newman Checked by

To be paid contractors, this estimate, $ 27,781.92

[illegible]

Highway Independence - Albany Road Work done to Sept. 10, 1957 Contract No. 4741

Section Luckiamute River Bridge Prefix No. 527-1038-201(41) Estimate No. 10 Final

| ITEM | Unit | Unit Prices | Total Quantities To Date | Total Amount To Date | Previous Amount | Present Amount |
|---|---|---|---|---|---|---|
| ROADWORK: | | | | | | |
| 1. Clearing and grubbing | all | 9700.00 | 100% | 9,700.00 | 9,700.00 | - |
| 2. Drainage excav., unclass. | c.y. | 2.50 | 52.62 | 131.55 | 114.25 | 17.30 |
| 3. General excav., unclass. | c.y. | .25 | 36,203 | 9,050.75 | 9,034.70 | 16.05 |
| 4. Short overhaul | yd.sta. | .02 | 21,595 | 431.90 | 431.90 | - |
| 5. Long overhaul | C-yd.sta. | .50 | 33.6 | 16.80 | 16.80 | - |
| 6. Finishing roadbed & slopes | mile | 1000.00 | .86 | 860.00 | 860.00 | - |
| 7. 12" concrete pipe | l.f. | 2.00 | 156 | 312.00 | 312.00 | - |
| 8. Coarse mat'l. in base | c.y. | .90 | 5,719 | 5,147.10 | 5,147.10 | - |
| 9. 3/4"-0 mat'l. in base | c.y. | 3.00 | 2,095 | 6,285.00 | - | 6,285.00 |
| 10. Sprinkling | M/gal. | 2.00 | 300 | 600.00 | 204.00 | 396.00 |
| 11. Preparation of base | mile | 400.00 | .86 | 344.00 | - | 344.00 |
| 12. 3/4"-0 mat'l. in binder course | c.y. | 4.00 | 115 | 460.00 | 0 | 460.00 |
| 13. Furn. & placing aggregates | c.y. | 5.00 | 446 | 2,230.00 | - | 2,230.00 |
| 14. RC-3 asphalt | ton | 50.00 | 18.62 | 931.00 | - | 931.00 |
| 15. 150-200 asphalt | ton | 50.00 | 47.61 | 2,380.50 | - | 2,380.50 |
| LUCKIAMUTE RIVER BRIDGE: | | | | | | |
| 16. Structural excavation | c.y. | 5.00 | 44.16 | 220.80 | 100.00 | 120.80 |
| 17. Furn. treated timber piling | l.f. | 1.70 | 2,970 | 5,049.00 | 5,049.00 | - |
| 18. Drive timber piles | each | 50.00 | 66 | 3,300.00 | 3,300.00 | - |
| 19. Class "A" concrete | c.y. | 64.00 | 426.11 | 27,271.04 | 27,306.88 | -35.84 |
| 20. Metal reinforcement | lb. | .125 | 102,980 | 12,872.50 | 12,881.63 | -9.13 |
| 21. Treated timber in place | -FBM | 390.00 | 8.8783 | 3,462.54 | 3,476.46 | -13.92 |
| 22. 8" metal drain pipe | l.f. | 5.00 | 100 | 500.00 | - | 500.00 |
| 23. Remove old bridge | all | 5700.00 | 100% | 5,700.00 | - | 5,700.00 |
| APPROACH ROAD BRIDGE: | | | | | | |
| 24. Furn. treated timber piling | l.f. | 1.70 | 529 | 899.30 | 838.10 | 61.20 |
| 25. Drive timber piles | each | 60.00 | 12 | 720.00 | 720.00 | - |
| 26. Treated timber in place | M-FBM | 390.00 | 10.6961 | 4,171.48 | 3,812.25 | 359.23 |
| PA#1 18" conc. pipe | l.f. | 3.75 | 96 | 360.00 | 360.00 | - |
| PA#2 Cement adjustment | sack | 1.15 | -40.24 | -46.28 | - | -46.28 |
| EWO#1 Flagging (State Share) | | | | 43.01 | - | 43.01 |
| | | Totals | | 103,403.99 | 83,665.07 | 19,738.92 |
| | - | % Retained | | - | 8,043.00 | 8,043.00 |
| | | Total Payments | | 103,403.99 | 75,622.07 | 27,781.92 |

Audited and approved by

Period covered 5/15/ - 9/10/57

Items Cont. 4741 - Est. 10 Final

Computed by R. G. Newman Checked by

h callsen

Engineer C. R. Kennon

To be paid contractors, this estimate, $ 27,781.92

APPROVED

Previous Voucher No. 12334

State Printing

O.K. [illegible]

files

RECEIVED
DEC 4 1957
FOR FILING

OREGON STATE HIGHWAY DEPARTMENT
(date)
November 29, 1957

| | | |
|---|---|---|
| (CONTRACT NO.) S-13(5) | (EST. NO.) | (CONTRACTOR) |
| 4741 | 10 Final | Tom Lillebo |
| (VOUCHER NO.) 4741 | (WARRANT NO.) | (AMOUNT) / (DATE) |
| 26894 | H197535 | $ 27,781.92 / 11-27-57 |

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

Gertrude Chafweske
ACCOUNTING DIVISION

---

Specified completion Date: Dec. 31, 1956

Time Extensions: July 30, 1957, and Aug. 30, 1957

Completion Date: Aug. 30, 1957

Date Accepted: Oct. 31, 1957

Penalties: None of record

Claims: None of record

Remarks:

---

Date: Dec. 2, 1957

To the Accounting Division:

Release of the above warrant is hereby authorized

H. B. Glaisyer
Secretary

Warrant Mailed:

[illegible]

G.C.

NOTED ON CARD
om

NOTED
V. R. JONES

NOTED
Harold C. Ayers

November 27, 1957

Polk County Court
Courthouse
Dallas, Oregon

NOTED
John F. Hagemann

Gentlemen:

This is to advise you that work on Contract No. 4741, the Luckiamute River Bridge Section of FAS 193, was completed on August 30, 1957.

Under the terms of the agreement signed by the Court on May 22, 1956, and by the Highway Commission on June 4, 1956, the County assumed maintenance of and continued jurisdiction over the above project as of the date of completion.

Very truly yours,

W. C. Williams
State Highway Engineer

By

C. G. Swenson
Engineer, County and City Relations

JDG:mm

cc: Mr. L. Franklin, Co. Engr.

NOTED
C. G. SWENSON

RECEIVED
NOV 18 1957
FOR FILING
[illegible]
4741

Nov. 15, 1957

CERTIFIED MAIL

Federal Insurance Co.
Rodgers Insurance Agency, Inc.
803 Title & Trust Bldg.
Portland 4, Oregon

Gentlemen:

State Highway Contract No. 4741 for bridges, grading and oiling on the Luckiamute River Bridge Section of the Independence-Albany Highway in Polk County was completed by the contractor, Tom Lillebo, on Aug. 30, 1957, and was formally accepted by the Highway Commission on Oct. 31, 1957.

Final payment in the amount of $27,781.92 will be released to the contractor, Tom Lillebo assigned to Tom Lillebo Construction Company, on or after Nov. 25, 1957. The total contract amount is $103,403.99, of which amount $43.01 represents force account items.

The State is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the State assumes no responsibility for such claims should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

em

cc: Federal Insurance Co.
Bonding Dept.
320 California St.
San Francisco 4, Calif.

NOTED ON CARD

FORM E-123

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FOR FILING
8-13 (5)
4741

COMMISSIONERS
CHAS. H. REYNOLDS, CHAIRMAN
LA GRANDE
M. K. McIVER, MEMBER
PORTLAND
ROBERT B. CHESSMAN, MEMBER
ASTORIA
H. B. GLAISYER, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

W. C. WILLIAMS
STATE HIGHWAY ENGINEER
FORREST COOPER
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
COUNSEL

Nov. 1, 1957

Tom Lillebo Construction Co.
Reedsport
Oregon

Gentlemen:

The State Highway Commission at its meeting held on October 31, 1957, had under discussion your request for a second extension of time from July 30, 1957, to Aug. 30, 1957, within which to complete your contract No. 4741, for the Luckiamute River Bridge Section of the Independence-Albany Highway in Polk County.

We are pleased to inform you that the State Highway Commission granted your request. The Commission's action was based upon the recommendation of the State Highway Engineer, whose report on the subject considered but did not necessarily adopt any of the reasons given by you for failure to complete the project within the specified time limit.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

em

cc: P. M. Stephenson
J. D. Walker
O. R. Kennen

NOTED ON CARD
em

RECEIVED
OCT 25 1957
FOR FILING
4741

October 24, 1957

Request for Extension of Time
No. 3
October 31, 1957 meeting

Oregon State Highway Commission

Gentlemen:

Re: Luckiamute River Bridge
Contract No. 4741

Tom Lillich, contractor on the Luckiamute River Bridge on the Independence-Albany County Road in Polk County, has requested a second extension of time from July 30, 1957 to August 30, 1957, the date of completion of the contract.

The reason for the additional time to complete this project was that the contractor had to await the arrival of his subcontractor to place the oil mat wearing surface.

As there was no additional engineering costs to the State, it is recommended that this second extension be granted without penalty. This is a secondary highway project and does not require the concurrence of the Bureau of Public Roads.

This contract does not carry the liquidated damage provision.

Very truly yours,

W. C. Williams
State Highway Engineer

FHE/mm
Attached

Form E-1—10M—12-56

OREGON STATE HIGHWAY DEPARTMENT

# Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

174

For Week Ending Aug. 31, 1957

Section Luckiamute River Bridge

Highway Independence-Albany County Polk

Contractor Tom Lillebo

Date of contract June 15, 1956

Date work started June 12, 1956

Project authorization $120,757.50

Exclusive of engineering $112,170.30

Kind of work Bridge, Grading & Oiling

Section prefix 527-1028

Contract number 4741

~~Specified working days~~ Date Compl. Dec. 31, 1956

~~Working days used~~ Est. date compl. Aug. 31, 1957

Per cent of time elapsed 218 %

433/199

Estimated cost of completed project, exclusive of engineering $ 112,170.30

Estimated per cent overrun or underrun none %

Per cent of contract completed, based on total contract price 100 %

Engineering authorization $8785.20

Engineering cost to date $ 4400, 56 %

Date project was completed Aug 30, 1957

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Completed the 3/4-0 top course base by McKenzie. Central Paving Co. placed the binder course Wednesday and are placing the 0-11 mat today-Friday. The shoulders will be balded and it is assumed that the project will be complete as of tonight. This information will be forawrded to Mr. C.R. Kennen, Res. Br. Engr. at Corvallis for completion notification and the semi-final ofthe roadwork will be turned over to him for the completion of the project.

This will be the final report on this project from this office.

CONSTRUCTION DIVISION
RECEIVED

NOTED CE ACE COE

Noted
M. N. Juve

Signed S Wallis

Address Box 324, Albany

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

State Printing 134

|  | GRADING | SURFACING | MAINTENANCE MATERIALS | OIL AND BITUMINOUS MACADAM | PAVING |
|---|---|---|---|---|---|
| Miles in project | .86 | .86 |  | .86 |  |
| Miles partially completed |  |  |  |  |  |
| Miles completed | .86 | .86 |  | .86 |  |
| Total estimated quantities (contract) | 40,200 | 8,500 |  | 625 |  |
| Total quantities corrected to date | 36,600 | 7,900 |  | 580 |  |
| Estimated quantities moved or placed to date | 36,200 | 7,814 |  | 566 |  |
| Average daily quantities | 600 | 481 |  | 451 |  |
| Average daily quantities necessary to complete project on time | Complete |  |  |  |  |
| Number shifts per day |  |  |  |  |  |
| Hours per shift |  |  |  |  |  |
| Average force on project for week |  |  |  |  |  |

Men

Supervision

Men and trucks under 3 tons

Men and trucks over 3 tons

Men and tractors

Equipment used during week: Shovels ........, Power graders 1, Rollers 1, Mixers ........, Crushing or screening plants ........

Compressors ........, Bulldozers ........, Compaction rollers ........, Distr. 1 Power broom 1, ........

|  | WEATHER | HRS. DELAY | CAUSE OF DELAY |
|---|---|---|---|
| Sunday |  |  |  |
| Monday | Fair | all week |  |
| Tuesday |  |  |  |
| Wednesday |  |  |  |
| Thursday |  |  |  |
| Friday |  |  |  |
| Saturday |  |  |  |

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1/13(5)

4741

COMMISSIONERS
BEN R. CHANDLER, CHAIRMAN
COOS BAY

CHAS. H. REYNOLDS, MEMBER
LA GRANDE

M. K. McIVER, MEMBER
PORTLAND

H. B. GLAISYER
SECRETARY

OREGON
STATE HIGHWAY DEPARTMENT
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER

W. C. WILLIAMS
1ST ASST. STATE HWY. ENGR.

W. W. STIFFLER
2ND ASST. STATE HWY. ENGR.

C. W. ENFIELD
CHIEF COUNSEL

March 11, 1957

Mr. Tom Lillebo
Reedsport
Oregon

Dear Sir:

The State Highway Commission at its meeting held on February 28 and March 1 had under discussion your request for an extension of time from December 31, 1956 to July 30, 1957 within which to complete your contract No. 4741, for constructing the Luckiamute River Bridge on the Independence-Albany Highway in Polk County.

We are pleased to inform you that the State Highway Commission granted your request. The Commission's action was based upon the recommendation of the State Highway Engineer, whose report on the subject considered but did not necessarily adopt any of the reasons given by you for failure to complete the project within the specified time limit.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc:
J. D. Walker,
Division Engineer

O. R. Kennon,
Resident Engineer

P. M. Stephenson,
Bridge Engineer

A

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FEB 11 1957
FOR FILING

2-12(5)

4741

February 6, 1957

Request for extension of time
No. 10
February 28 and March 1 meeting

Oregon State Highway Commission

Gentlemen:

Re: Luckiamute River Bridge
Contract No. 4741

Tom Lillebo, contractor on the Luckiamute River Bridge on the Independence-Albany County Road, has requested an extension of time from December 31, 1956, to July 30, 1957, in which to complete the project.

The project is complete with exception of paving the new approach embankments. The contractor has been ordered to postpone work on the approach embankments until the arrival of suitable weather in the spring of 1957.

As the contractor has been ordered by the State to postpone this work, it is recommended that the extension be granted without penalty. This is a secondary highway project and does not require the concurrence of the Bureau of Public Roads.

Very truly yours,

W. C. Williams
State Highway Engineer

PHB/mm

Attached

Note: This contract does not carry the liquidated damage provision.

CPR8-2239

FORM PR 3 (October 1954)

U. S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

State Orego
County Polk
Project No. S-13(5)

# PROJECT AGREEMENT FOR SECONDARY ROAD UNDER 1954 SECONDARY ROAD PLAN

MEMORANDUM OF AGREEMENT, made this 28th day of Sept., 1956, by and between The Oregon State Highway Commission, constituting for the purpose hereof the Highway Department of the State of Oregon, hereinafter called the Highway Department, and the Commissioner of Public Roads, Bureau of Public Roads, Department of Commerce, hereinafter called the Commissioner, pursuant to the provisions of the Act of Congress approved July 11, 1916 (39 Stat., 355), as amended and supplemented.

WITNESSETH:

WHEREAS, the Highway Department of said State has submitted a program, which was approved on the 6th day of January, 1956, for the project hereinafter described; and

WHEREAS, the Highway Department has furnished a contract estimate or force account estimate for said project; and

WHEREAS, State or local funds have been made available for the project in accordance with the requirements of the aforesaid Act of July 11, 1916, as amended and supplemented.

NOW, THEREFORE, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Commissioner do hereby mutually agree as follows:

## WORK EMBRACED IN PROJECT

ARTICLE I. This agreement covers the following work as briefly described in the program:

Being 0.900 miles of grading, draining, 2-lane intermediate type surfacing, and bridge construction, (Character of work)

between Independence and Albany, (Control points)

consisting of 0.858 miles of roadway and one (Number) bridge~~s~~ totaling 0.042 miles in length.

## CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE II. The Highway Department will construct or cause to be constructed to final completion said project under its direct supervision, which shall include adequate inspection throughout the course of construction, and in accordance with the standards and procedures approved by the Commissioner under its 1954 Secondary Road Plan.

## UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE III. The United States pro rata share of the cost of the project covered by this agreement shall not in any event exceed the sum of seventy thr e thousand, one hundred and 00/100 dollars ($ 73,100.00), which does not exceed the authorized United States pro rata share of the approved total estimated cost of said project, which is one hundred seventeen thousand, nine hundred sixty four and00/100 dollars ($ 117,964.00).

## PAYMENTS

ARTICLE IV. As the work on said project progresses, or upon its completion, and upon receipt of vouchers from the Highway Department, the Commissioner shall from time to time submit schedules of vouchers certified by him to the Secretary of the Treasury for payment to the official or depository authorized under the laws of said State and designated by the Highway Department to receive public funds.

The Commissioner reserves the right to withhold such sums as he may deem necessary to insure completion of the work in compliance with this agreement.

## MAINTENANCE OF PROJECT

ARTICLE V. The Highway Department will be responsible for the maintenance of said project in compliance with said Act of July 11, 1916, as amended and supplemented, and will use every means within its power to insure proper and permanent maintenance thereof.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures as of the day and year first above written.

OREGON STATE HIGHWAY COMMISSION
(Official title of Highway Department)

By
Chairman, State Highway Commission
(Title)

By Chas H Reynolds
Member, State Highway Commission
(Title)

By
Member, State Highway Commission
(Title)

H B Glaisyer
SECRETARY

RECOMMENDED FOR APPROVAL:

STATE HIGHWAY ENGINEER

COMMISSIONER OF PUBLIC ROADS

By
Division Engineer, Bureau of Public Roads

—33205

SEP 24 1956

Oregon State Highway Department

Federal Aid Secondary
Project No. S-13(5)

## LUCKIAMUTE RIVER BRIDGE SECTION

## OF THE INDEPENDENCE-ALBANY ROAD IN POLK COUNTY

(Estimate as a basis for project agreement. Based on low bid prices.)

Salem, Oregon, August 23, 1956

Type Code 5231
Roadway (Sta. 17+50 to Sta. 64+98)(Contract No. 4741)

| | | | |
|---|---|---|---|
| All Required | Clearing and Grubbing | $ | $ 9,700.00 |
| 10 cu. yds. | Drainage Excavation, Unclassified | 2.50 | 25.00 |
| 40,200 cu. yds. | General Excavation, Unclassified | 0.25 | 10,050.00 |
| 25,000 yd. sta. | Short Overhaul | 0.02 | 500.00 |
| 28 C-yd. sta. | Long Overhaul | 0.50 | 14.00 |
| 0.86 mile | Finishing Roadbed and Slopes | 1,000.00 | 860.00 |
| 110 lin. ft. | 12-inch Concrete Pipe | 2.00 | 220.00 |
| 6,200 cu. yds. | Course Crushed Material in Base | 0.90 | 5,580.00 |
| 2,300 cu. yds. | 3/4" - 0 Material in Base | 3.00 | 6,900.00 |
| 240 M-gal. | Sprinkling | 2.00 | 480.00 |
| 0.86 mile | Preparation of Base | 400.00 | 344.00 |
| 105 cu. yds. | 3/4" - 0 Material in Binder Course | 4.00 | 420.00 |
| 520 cu. yds. | Furnishing and Placing Aggregates | 5.00 | 2,600.00 |
| 18 tons | RC-3 Asphalt | 50.00 | 900.00 |
| 50 tons | 150-200 Asphalt | 50.00 | 2,500.00 |
| | Subtotal | | $ 41,093.00 |
| | 10% Engr. & Cont. | | 4,109.30 |
| | Total | | $ 45,202.30 |

Type Code X021
Luckiamute River Bridge (Sta. 26+65 to Sta. 29+85)(Contract No. 4741)

| | | | |
|---|---|---|---|
| 100 cu. yds. | Structural Excavation | $ 5.00 | $ 500.00 |
| 2,970 lin. ft. | Furnish Treated Timber Piling | 1.70 | 5,049.00 |
| 66 only | Drive Timber Piles | 50.00 | 3,300.00 |
| 440 cu. yds. | Class "A" Concrete | 64.00 | 28,160.00 |
| 108,000 lbs. | Metal Reinforcement | 0.125 | 13,500.00 |
| 9 M-FBM | Treated Timber in Place | 390.00 | 3,510.00 |
| 100 lin. ft. | 8-inch Metal Drain Pipe | 5.00 | 500.00 |
| All Required | Remove Old Bridge | | 5,700.00 |
| | | | $ 60,219.00 |

Type Code X001
Approach Road Bridge (Sta. 31+00)(Contract No. 4741)

| | | | |
|---|---|---|---|
| 540 lin. ft. | Furnish Treated Timber Piling | $ 1.70 | $ 918.00 |
| 12 only | Drive Timber Piles | 60.00 | 720.00 |
| 11 M-FBM | Treated Timber in Place | 390.00 | 4,290.00 |
| | | | $ 5,928.00 |

|  |  |
|---|---|
| Subtotal | $ 66,147.00 |
| 10% Engr. & Cont. | 6,614.70 |
| Total | $ 72,761.70 |

|  |  |
|---|---|
| Length of Roadway | 0.858 mile |
| Length of Structures | 0.042 mile |
| Total Length | 0.900 mile |
| Cost of Roadway per mile | $52,683.33 |

## SUMMARY OF FUNDS

| Description | Total Cost | Federal Funds | State Funds | County Funds |
|---|---|---|---|---|
| Roadway | $45,202.30 | $28,011.00 | $ 8,595.65 | $ 8,595.65 |
| Structures | 72,761.70 | 45,089.00 | 13,836.35 | 13,836.35 |
|  | $117,964.00 | $73,100.00 | $ 22,432.00 | $22,432.00 |

State Funds for Const: Chap. 175, laws 1917; Chap. 31, laws 1920; Chap. 529, laws 1939.

Funds for Maint: Chap. 529, laws 1939.

Note: Necessary funds have been deposited with the Highway Department by Polk County.

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AUG 21 1956
FOR FILING

FORM E-30X—50M—11-55—[illegible]

S-13 (5)

4741

**OREGON STATE HIGHWAY DEPARTMENT**
INTER-DEPARTMENT CORRESPONDENCE

August 16, 1956
Salem, Oregon

SUBJECT: Luckiamute Bridge
Buena Vista - Albany Secondary
Contract No. 4741

To:

Mr. J. D. Walker
Division Engineer
State Highway Department
Office

Reference is made to Density Determination of Soils tests made August 10, 1956 between Stations 35 and 47, showing a variation in density from 79.6 to 102.1 percent relative density in the upper 2 to 3 feet of the embankment.

The moisture content of the soil is shown as either slightly below or above optimum moisture, well within the range at which the 95% compaction can be obtained. Density in excess of that has been obtained as noted.

There is no record of compaction equipment being used, other than the blade, cats, and carryalls.

Will you please instruct the resident engineer to have the contractor obtain the required density uniformly over the embankment. Also, please have him obtain confirming density tests as soon as he is satisfied the required density has been built up.

Tom Edwards
Construction Engineer

By L. H. Young
L. H. Young
Ass't Construction Engineer

LHY-WCH:jc

cc Forrest Cooper ✓
Ray Webber

NOTED
FORREST COOPER

RECEIVED
AUG 16 1956
OFFICE OF
STATE HIGHWAY ENGINEER

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JUL 5 1956
FOR FILING

B-[illegible] (5)

4741

July 3, 1956

Mr. Tom Lillebo
Reedsport
Oregon

Dear Mr. Lillebo:

We enclose herewith a fully executed copy of Contract No. 4741 which was awarded to you June 15, 1956, by the State Highway Commission, covering LUCKIAMUTE RIVER BRIDGE in Polk County. This copy is for your files.

A copy of this contract is also being sent to the surety on your performance bond.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

PP
Enclosure

Form A-150—10M—9-55

NOTED
J. W. CATTRALL

# INVOICE
## Oregon State Highway Department
SALEM, OREGON

Polk County
Dallas, Oregon

Attn: County Court

*Invoice No.* 45715
*Date* June 19, 1956
*Your Req. No.*
*Billing Request No.* co-248
*Credit distribution:* 527-1038-297

| | |
|---|---|
| Advance Deposit | 24,750.00 |
| Partial transfer county's share total cost.<br>Luckiamute River Bridge Section, FAS 193, Polk County.<br>Covered by agreement dated June, 1956. Contract No. 4741 | 19,750.00 |
| To be retained | $ 5,000.00 |

## ACKNOWLEDGMENT OF BILLING REQUEST

Cash Received with Request: $_______________

By__________________________________

State Printing 88944

Please make this deposit by means of a check or warrant in the amount of $24,750 payable to the Oregon State Highway Commission, forwarding same to this office. Upon receipt of this deposit and a letter certifying that all right-of-way has been obtained, a contract will be awarded.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

John W. Cattrall
Engineer, County and City Relations

Dep Recd.
6/15/56
Cont # 4741
Prefix 527-1038

JFH:mm

NOT
Harold C. A.

NOTED
J. W. CATTRALL

June 6, 1956

Polk County Court
Courthouse
Dallas, Oregon

NO
J. F. HA

Gentlemen:

On June 5th a satisfactory bid was received from Tom Lillebo of Reedsport for constructing the Luckiamute River Bridge section of FAS 193. As per the agreement between State and County an advance deposit from the county is required prior to signing a contract. The amount of this deposit is as follows:

| | |
|---|---|
| Bid Items | $107,240.00 |
| Anticipated Add Items | |
| Flagging | 100.00 |
| 12-1/2% Eng. & Contingencies | 13,417.50 |
| Estimated Total Cost....... | $120,757.50 |
| Advance Deposit | |
| 20% of $120,000 = | $ 24,000.00 |
| 100% of all over $120,000 = | 757.50 |
| TOTAL ADVANCE DEPOSIT...... | $ 24,757.50 - or say $24,750 |

Please make this deposit by means of a check or warrant in the amount of $24,750 payable to the Oregon State Highway Commission, forwarding same to this office. Upon receipt of this deposit and a letter certifying that all right-of-way has been obtained, a contract will be awarded.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

John W. Cattrall
Engineer, County and City Relations

Dep Recd. 6/13/56
Cont # 4741
Prefix 527-1038

JFH:mm

RECEIVED
JUN 28 1956
FOR FILING

S-12-159

4741

June 15, 1956

Tom Lillebo
Reedsport, Oregon

Dear Mr. Lillebo:

The State Highway Commission on June 5, 1956 accepted your proposal for structures, grading and oiling the Luckiamute River Bridge Section of the Independence-Albany Highway, Polk County, for the sum of $107,240 and referred it to the State Highway Engineer with authority to award the contract to you as soon as certain conditions had been fulfilled. This note is to inform you that such conditions have now been satisfied and that the State Highway Engineer today awarded you the contract in conformity with the Commission's authorization. This project has been assigned Contract No. 4741.

Contract forms are now being prepared in this office and will be mailed to you shortly for execution.

This confirms my wire to you of this date.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

jmc

cc: Pacific Builder and Engineer, Inc.
2418 Third Avenue
Seattle 1, Washington
Attn: Dorothy McCormack

R. G. Savage (SIAC)
Forrest Cooper
S. H. Probert
P. M. Stephenson

NOTED
J. Mc C.

| ESTIC SERVICE | | S |
|---|---|---|
| Check the class of service desired; otherwise this message will be sent as a fast telegram | | S |
| TELEGRAM | | E |
| DAY LETTER | | |
| NIGHT LETTER | | |

# WESTERN UNION
## TELEGRAM

W. P. MARSHALL, PRESIDENT

1206 (4-55)

| INTERNATIONAL SERVICE | |
|---|---|
| Check the class of service desired; otherwise the message will be sent at the full rate | |
| FULL RATE | |
| LETTER TELEGRAM | |
| SHORE SHIP | |

| NO. WDS.-CL. OF SVC. | PD. OR COLL. | CASH NO. | CHARGE TO THE ACCOUNT OF | TIME FILED |
|---|---|---|---|---|
| | | | | |

*Send the following message, subject to the terms on back hereof, which are hereby agreed to*

June 15, 1956
9:10 a. m.

Tom Lillebo
Reedsport, Oregon

Contract for Luckiamute River Bridge Section of Independence-Albany Highway, Polk County, for which you submitted low bid on June 5, 1956 awarded you today. Contract forms follow shortly.

H. B. Glaisyer, Secretary
OREGON STATE HIGHWAY COMM.

CC: Accounting (5003-900)
C. W. Head
Files

John W. Cattrall
John W. Cattrall
Engineer, County & City Relations

JWC:mm

cc: G. S. Paxson
S. H. Probert

NOTED
G. S. PAXSON

RECEIVED
JUN 15 1956
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
JUN 21 1956
FOR FILING

FORM 5-80X—50,000—10-54—79494

| |
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| [illegible] |
| |
| 4741 |

**OREGON STATE HIGHWAY DEPARTMENT**

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
June 15, 1956

SUBJECT: FAS 193, Polk County
Luckiamute River Bridge

To: Mr. P. M. Stephenson
OFFICE

All rights-of-way have been acquired and the County's deposit has been received in connection with the Luckiamute River Bridge project in Polk County.

This project is now clear for an award of contract.

John W. Cattrall
John W. Cattrall
Engineer, County & City Relations

NOTED
G. S. PAXSON

JWC:mm

cc: G. S. Paxson
S. H. Probert

RECEIVED
JUN 15 1956
OFFICE OF
STATE HIGHWAY ENGINEER

file

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JUN 20 1956
FOR FILING

[illegible]

[illegible]

Salem, Oregon
June 7, 1956

Luckiamute River Section Agreements
FAS 193
Polk County

241
130

Mr. John W. Cattrall
City & County Relations Engineer
Office

Attached hereto for further handling are four certified copies of a maintenance agreement and one conformed copy of a finance agreement with Polk County covering the Luckiamute River Section of FAS 193, in Polk County.

A fully executed copy of each agreement has been retained in this office for the Commission's files and one fully executed copy each has been sent to the County Court of Polk County.

Secretary

rn
Attach: 5

FORM 230—50M—2-55—52905

**OREGON STATE HIGHWAY DEPARTMENT**

**INTER-DEPARTMENT CORRESPONDENCE**

Salem, Oregon
May 28, 1956

**SUBJECT:** Luckiamute River Section Agreements
FAS 193
Polk County

**To:** Mr. G. S. Paxson
OFFICE

L

Attached are three copies of a finance agreement covering the above named project. Two copies of the agreement have been executed by the County and are now ready for presentation to the Highway Commission.

Also attached are six copies of a maintenance agreement covering the same project. After signature by the Highway Commission, please return four either fully executed or certified true copies to this office for transmittal to the Bureau of Public Roads.

This project was approved by the Highway Commission on March 2, 1955.

John D. Graham
John D. Graham
Office Engr., County & City Relations

JDG:te
Att.

APPROVED
G S Paxson
ASST. STATE HIGHWAY ENGINEER
Date May 29, 1956

AUTHORIZED BY HIGHWAY COMMISSION
DATE 3-2-55 Minute Page 33
H B Glaisyer

RECEIVED
MAY 28 1956
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
JUN 8 - 1956
FOR FILING

| |
|---|
| 5-13/51 |
| |
| 4741 |

June 7, 1956

County Court of Polk County
Court House
Dallas, Oregon

Gentlemen:

We are enclosing herewith for the records and files of Polk County one fully executed copy each of a Maintenance and Finance Agreement between the State Highway Commission and Polk County covering the Lickiamute River Section of FAS 193.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

rn
Enc. 2

C. M. BARNHART
COUNTY JUDGE

G. V. REMPEL
C. L. BURBANK
COMMISSIONERS

OFFICE OF
**COUNTY COURT OF POLK COUNTY**
DALLAS, OREGON

NOTED
Harold C. Ayers

June 6, 1956

NOTED
J. W. CATTRALL

Oregon State Highway Commission
Salem, Oregon

Att: Mr. John Cattrell

Dear Mr. Cattrell:

This is a Formal Statement that right-of-way has been acquired for the Luckiamute River Bridge project F. A. S. 193.

Sincerely,

C. M. Barnhart

C. M. Barnhart
County Judge

RECEIVED
JUN 7 1956
[illegible]

RECEIVED
JUN 7 1956
OREGON
STATE HIGHWAY COMMISSION

NOTED
J. W. CATTRALL

May 21, 1956

NOTED
Harold C. Ayers

NO
J. F. [illegible]

Polk County Court
Courthouse
Dallas, Oregon

Gentlemen:

Enclosed are two copies of an agreement covering finances, six copies of a maintenance agreement, six copies of an encroachment resolution, and a set of plans and specifications in connection with the Luckiamute River Bridge Section of FAS 193 upon which bids will be received June 5th.

The finance agreement covers State and County participation in costs and provides for an advance deposit to be made by the county after the low bid has been determined and prior to award of a contract. The estimated total cost, including engineering and contingencies, for this project is $123,400.; however, the low bid received plus 12 1/2% for engineering and contingencies will be the basis for the County's advance deposit. Please treat this estimate as confidential.

The maintenance agreement and encroachment resolution are standard forms required by the Bureau of Public Roads in connection with projects of this nature.

The set of plans and specifications is for your information and records.

If satisfactory, please sign, have the County Clerk attest, with seal, and return all copies of each agreement and five copies of the resolution to this office. After signature by the Highway Commission a fully executed copy of each agreement will be returned for the County's records. All documents should be mailed so as to arrive in Salem not later than May 29th.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

John W. Cattrall
Engineer, County and City Relations

JFH:te
Encls.

NOTED
V. R. JONES

NOTED
J. W. CATTRALL

April 11, 1956

Mr. Locky Franklin
Polk County Engineer
Courthouse
Dallas, Oregon

NOTED
Harold C

NOTED
J. F. HAGEMANN

Dear Sir:

Enclosed are four copies each of three revised option forms covering right-of-way required in connection with the Luckiamute River Bridge section of FAS 193. These options have been revised as per your request.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

John W. Cattrall
Engineer, County and City Relations

JBH:mm
Encl.

FORM 830—12½M—8-55—88200

**OREGON STATE HIGHWAY DEPARTMENT**

INTER-DEPARTMENT CORRESPONDENCE

April 10, 1956
Salem, Oregon

**SUBJECT:** Options

To: Mr. John Cattrall
County-City Relations Engr.
OFFICE

Attached you will find three revised option forms in quadruplet covering right of way to be acquired by Polk County in connection with the Luckiamute River Bridge Section of the Vista-Albany County Road in Polk County.

| File No. | Name | Area |
|---|---|---|
| 24476 | Robert Bauman Grimps | 9.88 Acres |
| 24477 | A. W. Crocker, et ux | 0.04 Acre |
| 24478 | Walter M. Vanderpool, et al | 0.1 Acre |

Earl F. Saling
EARL F. SALING
Right of Way Office Manager

MM:jm
Encls: 3 Options
cc: R. L. Porter

RECEIVED
APR 1[illegible] 1956
ENGINEER
CO[illegible] RELATIONS

NOTED
J. W. CATTRALL

FORM 230—50M—2-55—62906

**OREGON STATE HIGHWAY DEPARTMENT**

INTER-DEPARTMENT CORRESPONDENCE

February 20, 1956

Salem, Oregon

SUBJECT: Options

NOTED
V. R JONES

To: Mr. John W. Cattrall
County & City Relations Engr.
OFFICE

As requested by John Graham, herewith are duplicate copies of options in quadruplet covering the Luckiamute River Section of the Buena Vista-Albany County Road Project.

| File No. | Name | Area |
|---|---|---|
| 24475 | Nelson C. Anderson et ux | 0.75 Acre |
| 24476 | Robert B. Grimps | 9.48 Acres |
| 24477 | A. W. Crocker et ux | 0.19 " |
| 24478 | Walter M. Vanderpool et ux | 0.34 " |

Earl F. Saling
EARL F. SALING
Right of Way Office Manager

MM:jm
Enc: 4 Options
cc: R. L. Porter
cc: Title Section

NOTED
[illegible]

December 27, 1955

Polk County Court
Courthouse
Dallas, Oregon

NOTED
Harold C. Ayers

NOTED
J. W. CATTRALL

NOTED
J. F. HAGEMANN

Gentlemen:

Enclosed are four option forms, each in quadruplicate, covering the right-of-way to be acquired in connection with the Luckiamute River Bridge section of FAS 193 in Polk County.

Also enclosed are two prints of a map covering this area.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

John W. Cattrall
Engineer, County and City Relations

JDG:mm
Encl.

7.10

Memo to J. W. Nash
12/2/55

NOTED
J. W. CATTRALL

Luckiamute River Bridge Section
FAS Route 193

This project extends from a point immediately north of the Luckiamute River approximately 2.7 miles south of Buena Vista southerly to the Polk-Benton County line.

The proposed project is to grade and drain, place base material, construct a type 0-11 oil mat wearing surface 20 feet in width ~~and~~ with 4-foot shoulders, and construct a 220' long reinforced concrete bridge over the Luckiamute River on an improved alignment. The horizontal clearance of the bridge is to be 24 feet.

The existing structure over the Luckiamute River is a steel truss bridge 181 feet in length with a horizontal clearance of 14 feet-6 inches. A 45-foot long pile trestle bridge over an overflow channel will also be eliminated by the new construction. The existing road on the section to be reconstructed has a light gravel wearing surface 20 feet in width and has poor horizontal and vertical alignment. Four extreme horizontal curves including one at each bridge end will be eliminated by the new construction.

The northerly 7.3 miles of this route has an 18-foot to 20-foot oil mat wearing surface with 6- to 8-foot shoulders. The balance of the route, approximately 3 miles, has a light gravel wearing surface 20 feet in width with a 24-foot roadway. The county plans to improve this gravel section as funds become available.

This route serves a large farming area as well as the community of Buena Vista. It also serves as a connecting route between Independence and Albany.

Polk County
Length: 0.94 Miles

| Funds: | | |
|---|---|---|
| | Federal | $ 72,000 |
| | State | 24,000 |
| | County | 24,000 |
| | Total.. | $120,000 |

NOTED
J. F. HAGEMANN

JFH:mm

NOTED
R. JONES

Salem, Oregon
December 1, 1955

FAS 193, Polk County
Luckiamute River Bridge Section

Mr. Forrest Cooper
OFFICE

NOTED
Harold C. Ayres

NOTED
J. W. CATTRALL

The field data for the Luckiamute River Bridge Section of FAS 193 in Polk County has been examined by this office and found to be consistent with the project as requested by the county and approved by the Highway Commission.

At the present time there is $117,000 available for this project. This might be increased a few thousand dollars when final costs of Polk County FAS projects presently under contract are available. Please advise this office of the estimated cost after quantities and prices have been reviewed and the bridge has been designed.

John F. Hagemann
Asst. County & City Relations Engr.

JFH:em

cc:V. G. O'Neil
Frank Hall

NOTED
J. F. HAGEMANN

FORM 2-133 30M REVISED 2-52

**COMMISSIONERS**
BEN R. CHANDLER, CHAIRMAN
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE
M. K. McIVER, MEMBER
PORTLAND
H. B. GLAISYER
SECRETARY

**OREGON**
**STATE HIGHWAY DEPARTMENT**
**SALEM**

R. H. BALDOCK
STATE HIGHWAY ENGINEER
W. C. WILLIAMS
1ST ASST. STATE HWY. ENGR.
W. W. STIFFLER
2ND ASST. STATE HWY. ENGR.
C. W. ENFIELD
CHIEF COUNSEL

March 10, 1955

IN REPLY PLEASE REFER TO

NOTED
Harold C. A[illegible]

NOTED
J. W. CATTRALL

County Court of Polk County
Courthouse
Dallas, Oregon

NOTED
J. F. HAC[illegible]ANN

Gentlemen:

The State Highway Commission at its meeting on March 2 approved your request for a revision in the routing of FAS 193 from a road junction approximately two miles south of Independence to a road junction approximately 0.5 mile south of the Polk-Benton County line, following along the Buena Vista Road.

By this revision there is removed from the FAS system the former route about one mile west of the Buena Vista Road, and which was in operation during the time that Camp Adair was active.

COPY

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

HBG:mm

cc: John W. Cattrall ✓

County Court of Benton County
Courthouse
Corvallis, Oregon

RECEIVED
[illegible] 55

FAS 193

March 8, 1955

NOTED
Harold C. Ayers

Polk County Court
Court House
Dallas, Oregon

NOTED
J. F. HAGEMANN

NOTED
J. W. CATTRALL

Gentlemen:

On March 2nd the Highway Commission approved the revision requested by you in the route of FAS 193 and also approved the Luckiamute River Bridge project south of Buena Vista as described in the attached tabulation.

This project cannot be contracted until the Bureau of Public Roads has approved the route revision and fiscal year 1957 funds are available. This should be about the first of 1956. Preliminary engineering for this project will proceed under the supervision of our division office in Salem.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

John W. Cattrall
Engineer, County and City Relations

JFH:mm
Att.

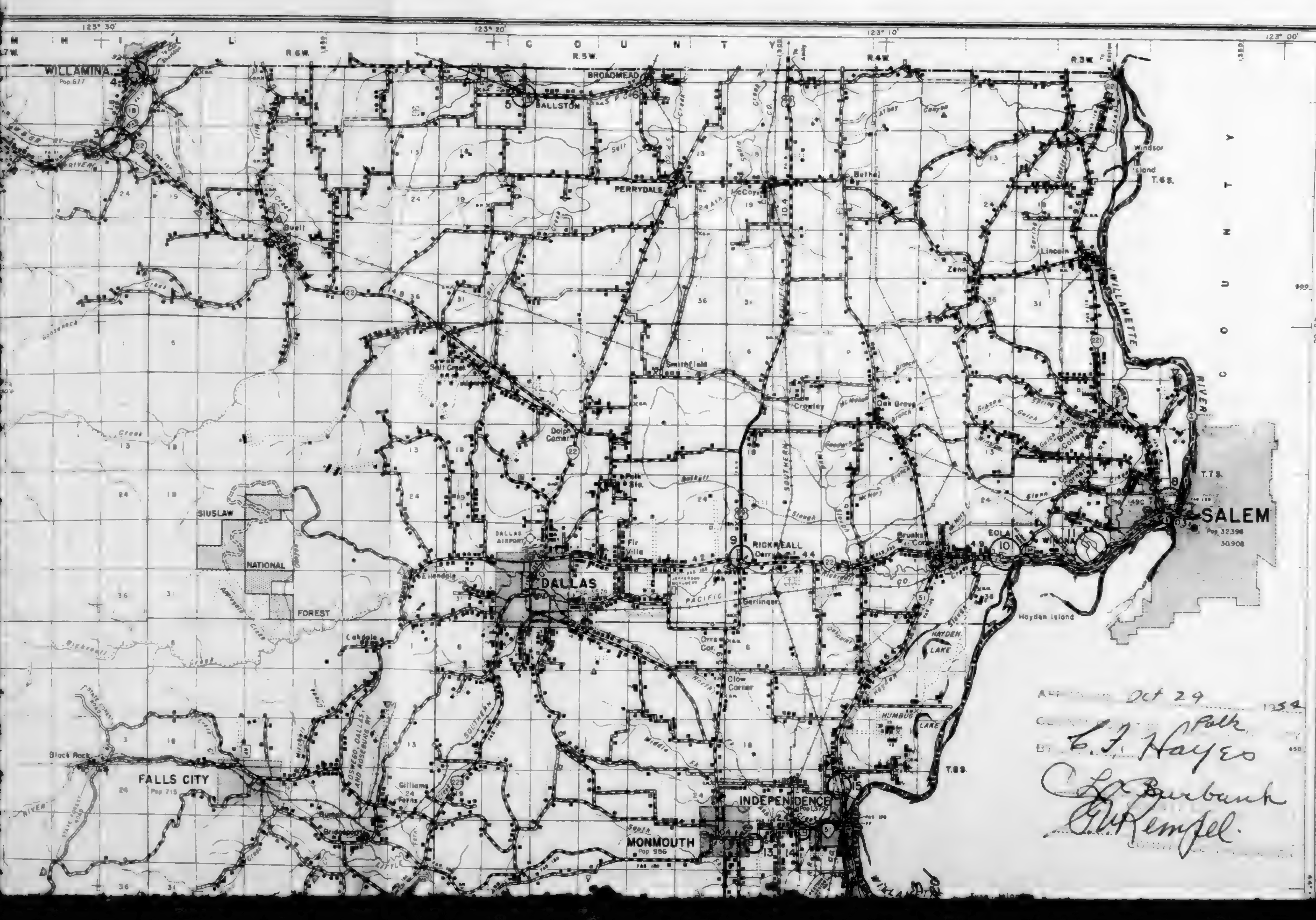
POLK COUNTY
PROPOSED PROJECT

FAS 193 - Luckiamute River Section, 1 Mile, $126,000. This section is located approximately 2.5 miles south of Buena Vista and will extend from the junction of the new location with the existing road north of the Luckiamute River southerly across the Luckiamute as far as funds will permit.

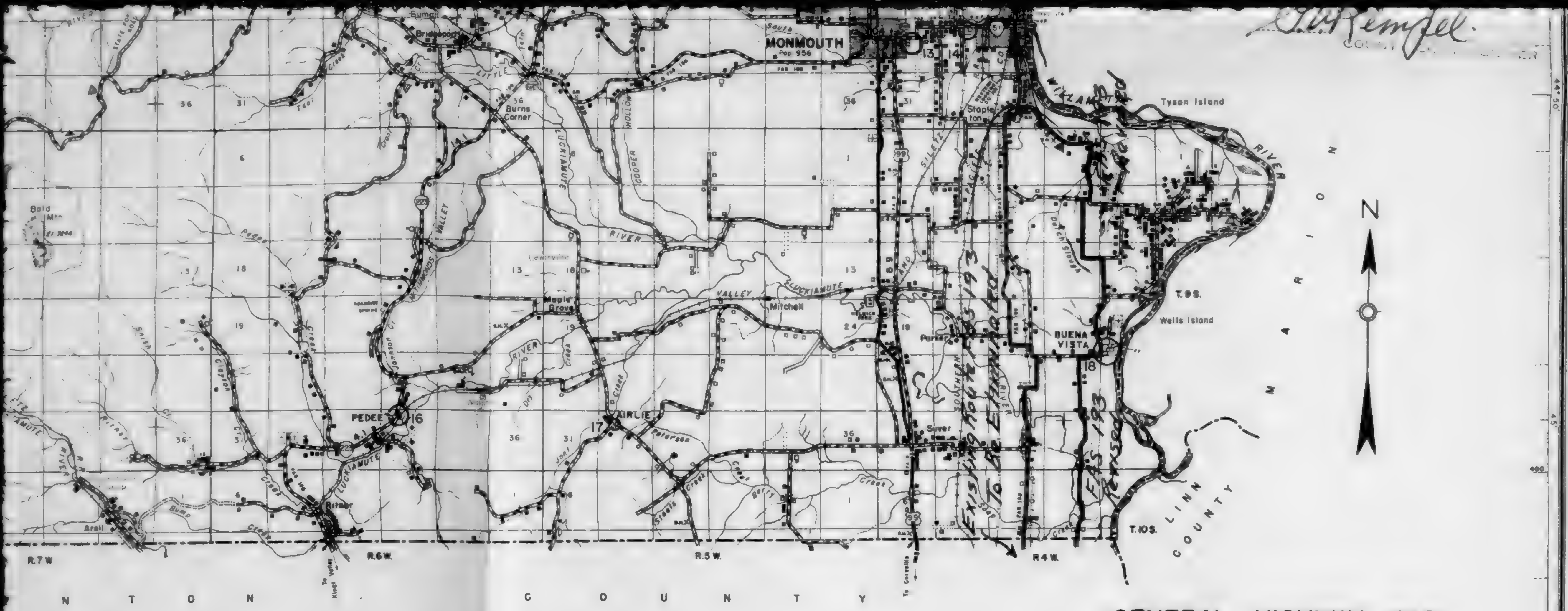
The proposed project is to construct a new bridge having a 24' roadway on an improved alignment over the Luckiamute River and to construct road approaches on an improved alignment to a 28' finished width - 20' 0-11 with 4' shoulders. The existing bridge, after carrying traffic during construction, is to be removed and the steel truss stockpiled for the county along the right of way. This is to be a fiscal year 1957 project and cannot be contracted until sometime after July, 1955.

**Approved by Highway Commission 3/2/55**

11/9/54



A... Oct 29 ... 1954
C... Polk
B... E. J. Hayes
C. L. Burbank
C.W. Kempel.

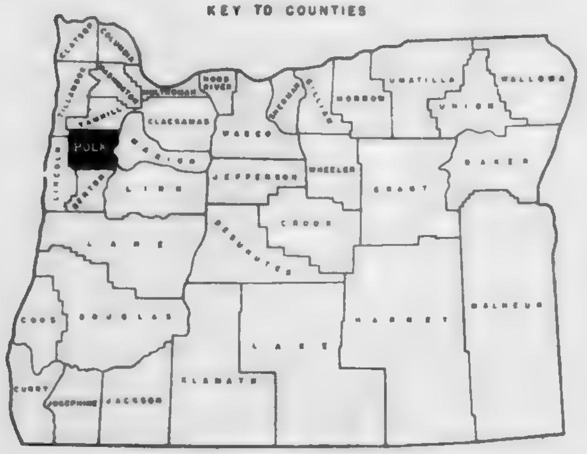


# GEND

- WEATHER OBSERVATION STATION
- STATE CAPITOL
- COUNTY SEAT
- CITY OR LOCALITY
- FARM UNIT
- DWELLING—OTHER THAN FARM
- GROUP OF DWELLINGS
- PUBLIC BUILDING, T-TOWNHALL G-GRANGE
- SCHOOL
- CHURCH
- CEMETERY
- FIRST AID STATION
- HOSPITAL
- RADIO STATION, WITH CALL LETTERS
- POST OFFICE OR (↑) ATOP ANY BUILDING
- BUSINESS ESTABLISHMENT
- FACTORY OR INDUSTRIAL PLANT
- SAWMILL
- GRAIN ELEVATOR
- WAREHOUSE
- STOCK LOADING PEN

- POWER PLANT
- POWER SUBSTATION
- TRANSMISSION LINE
- WATER TANK
- PETROLEUM PRODUCT STORAGE
- GAS STORAGE
- DISPOSAL, D-DUMP S-SEWAGE I-INCINERATOR
- ROAD MATERIAL STOCK PILE SITE
- GRAVEL OR CINDER PIT
- QUARRY
- MINE
- CAMP AREA OR LODGE
- PARK OR CLUB, SP-STATE MP-MUNICIPAL WP-WAYSIDE RG-RIFLE AP-ATHLETIC GC-GOLF YC-YACHT EC-EQUESTR.
- FAIRGROUNDS OR RACE TRACK
- MILITARY INSTALLATION
- FOREST RANGER STATION
- OBSERVATION OR LOOKOUT TOWER
- FISH HATCHERY
- BENCH MARK
- TRIANGULATION STATION

KEY TO COUNTIES



SHEET 1 OF 1 MAP AND 2 SUPPLEMENTAL SHEETS
SEE SUPPLEMENTAL SHEET 1A AND 1B FOR ENLARGED AREAS

ROADSIDE CULTURE DATA AS OF 1949

## GENERAL HIGHWAY MAP
# POLK COUNTY
## OREGON

PREPARED BY THE
OREGON STATE HIGHWAY DEPARTMENT
IN COOPERATION WITH THE
U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DATA OBTAINED FROM
STATE-WIDE HIGHWAY PLANNING SURVEY

SCALE 1/62500

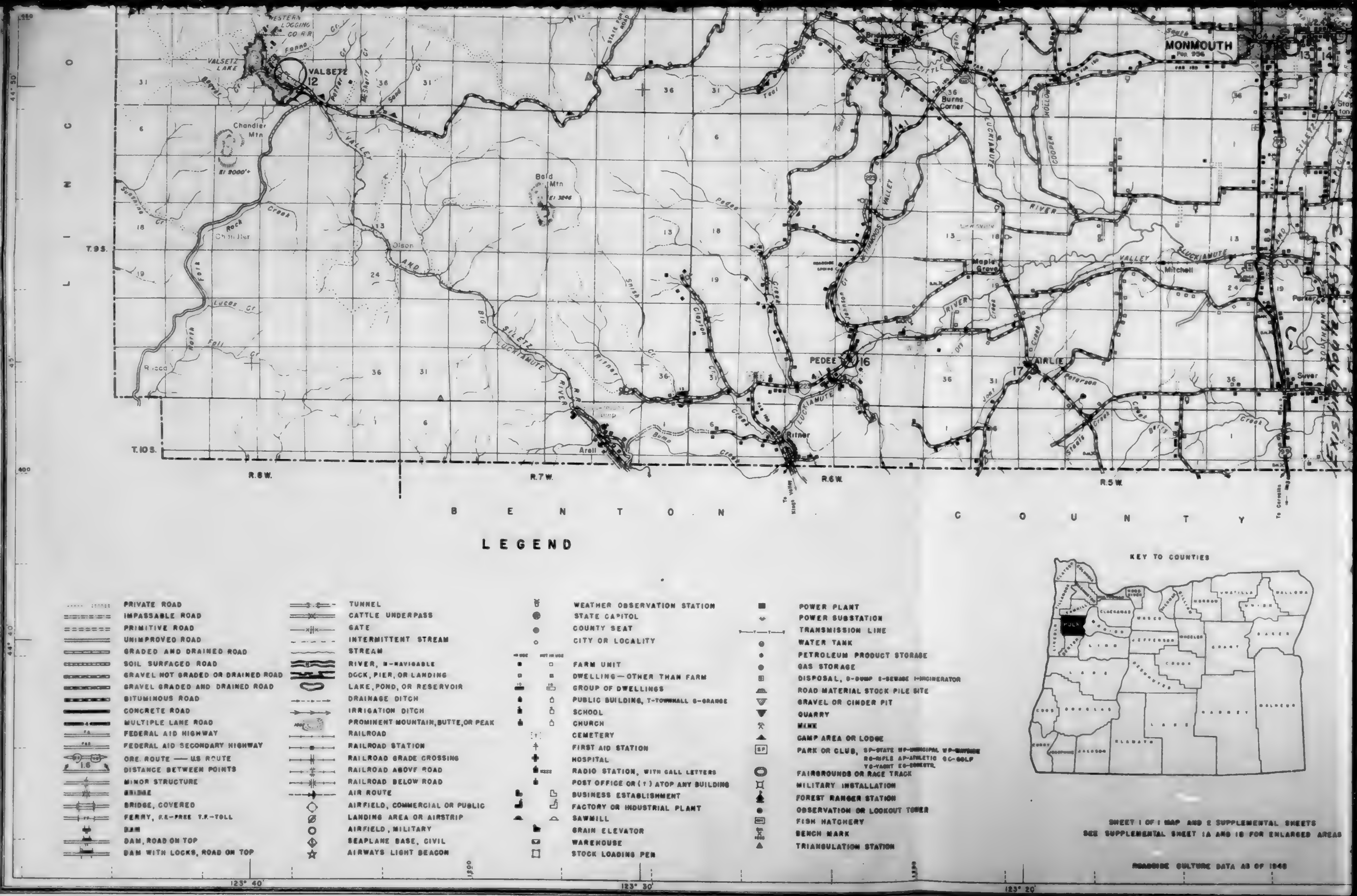
1 0 1 2 3 4 Miles

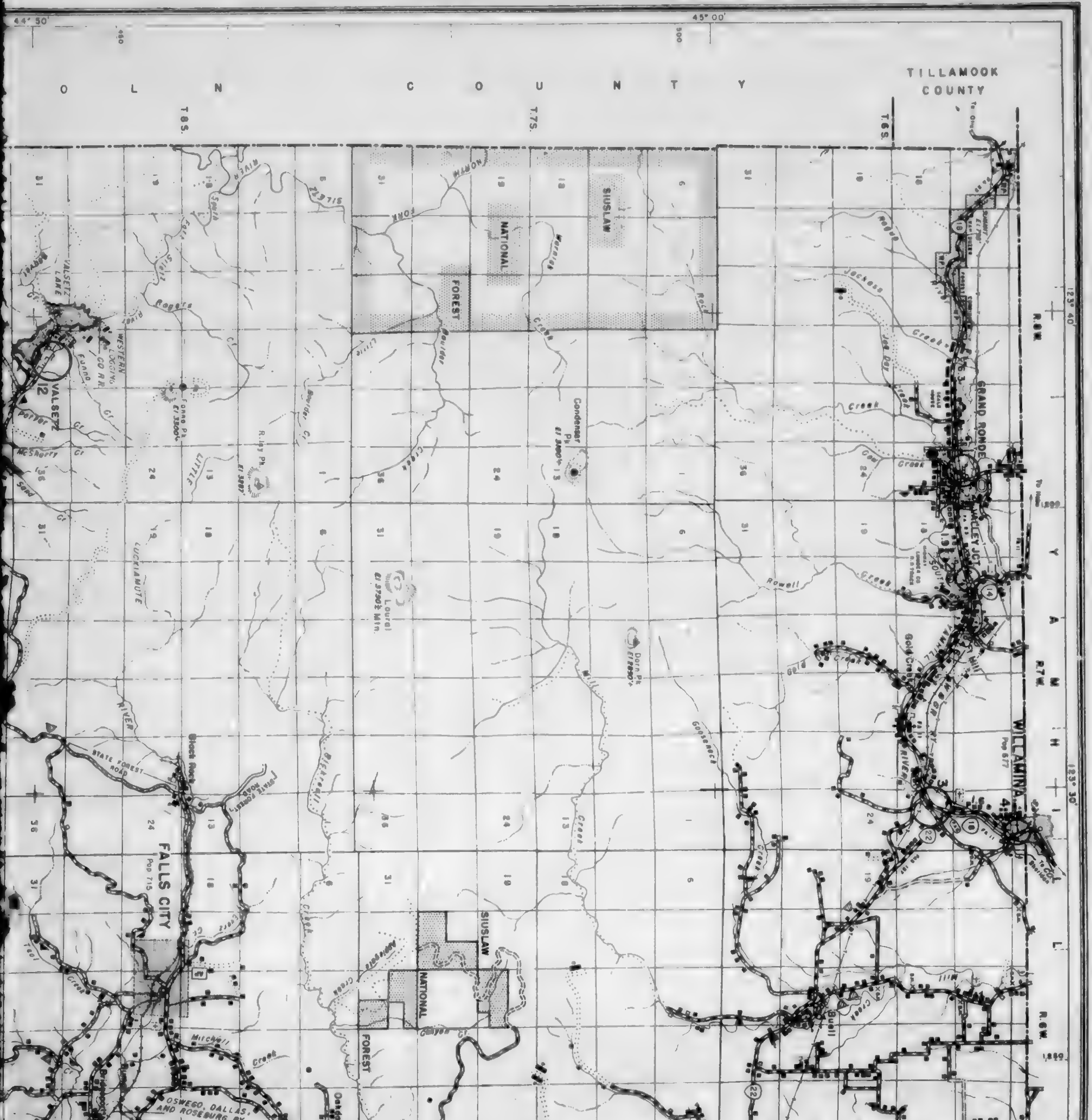
1949

POLYCONIC PROJECTION
PLANE COORDINATE ON LAMBERT PROJECTION
OREGON NORTH ZONE IN THOUSANDS OF FEET

123° 30'   123° 20'   123° 10'   123° 00'

APPROVED OCTOBER 9,1950


VALSETZ
VALSETZ LAKE
WESTERN LOGGING CO R.R.
Chandler Mtn
Bald Mtn
MONMOUTH
Burns Corner
Maple Grove
Mitchell
PEDEE
AIRLIE
Ritner
Arell
Olson
Suver
Parker
LUCKIAMUTE RIVER
BIG SILETZ
VALLEY
COOPER HOLLOW
SOUTHERN PACIFIC
L I N C O
B E N T O N  C O U N T Y
T.9S.
T.10S.
R.8W.
R.7W.
R.6W.
R.5W.
44° 40'
44° 45'
44° 50'
123° 40'
123° 30'
123° 20'
To Kings Valley
To Corvallis
Existing Route FAS 193
LEGEND
PRIVATE ROAD
IMPASSABLE ROAD
PRIMITIVE ROAD
UNIMPROVED ROAD
GRADED AND DRAINED ROAD
SOIL SURFACED ROAD
GRAVEL NOT GRADED OR DRAINED ROAD
GRAVEL GRADED AND DRAINED ROAD
BITUMINOUS ROAD
CONCRETE ROAD
MULTIPLE LANE ROAD
FEDERAL AID HIGHWAY
FEDERAL AID SECONDARY HIGHWAY
ORE. ROUTE —— US ROUTE
DISTANCE BETWEEN POINTS
MINOR STRUCTURE
BRIDGE
BRIDGE, COVERED
FERRY, F.F.-FREE T.F.-TOLL
DAM
DAM, ROAD ON TOP
DAM WITH LOCKS, ROAD ON TOP
TUNNEL
CATTLE UNDERPASS
GATE
INTERMITTENT STREAM
STREAM
RIVER, N-NAVIGABLE
DOCK, PIER, OR LANDING
LAKE, POND, OR RESERVOIR
DRAINAGE DITCH
IRRIGATION DITCH
PROMINENT MOUNTAIN, BUTTE, OR PEAK
RAILROAD
RAILROAD STATION
RAILROAD GRADE CROSSING
RAILROAD ABOVE ROAD
RAILROAD BELOW ROAD
AIR ROUTE
AIRFIELD, COMMERCIAL OR PUBLIC
LANDING AREA OR AIRSTRIP
AIRFIELD, MILITARY
SEAPLANE BASE, CIVIL
AIRWAYS LIGHT BEACON
WEATHER OBSERVATION STATION
STATE CAPITOL
COUNTY SEAT
CITY OR LOCALITY
IN USE
NOT IN USE
FARM UNIT
DWELLING—OTHER THAN FARM
GROUP OF DWELLINGS
PUBLIC BUILDING, T-TOWNHALL G-GRANGE
SCHOOL
CHURCH
CEMETERY
FIRST AID STATION
HOSPITAL
RADIO STATION, WITH CALL LETTERS
POST OFFICE OR (†) ATOP ANY BUILDING
BUSINESS ESTABLISHMENT
FACTORY OR INDUSTRIAL PLANT
SAWMILL
GRAIN ELEVATOR
WAREHOUSE
STOCK LOADING PEN
POWER PLANT
POWER SUBSTATION
TRANSMISSION LINE
WATER TANK
PETROLEUM PRODUCT STORAGE
GAS STORAGE
DISPOSAL, D-DUMP S-SEWAGE I-INCINERATOR
ROAD MATERIAL STOCK PILE SITE
GRAVEL OR CINDER PIT
QUARRY
MINE
CAMP AREA OR LODGE
PARK OR CLUB, SP-STATE MP-MUNICIPAL WP-WAYSIDE RC-RIFLE AP-ATHLETIC GC-GOLF YC-YACHT EC-EQUESTR.
FAIRGROUNDS OR RACE TRACK
MILITARY INSTALLATION
FOREST RANGER STATION
OBSERVATION OR LOOKOUT TOWER
FISH HATCHERY
BENCH MARK
TRIANGULATION STATION
KEY TO COUNTIES
POLK
SHEET I OF I MAP AND 2 SUPPLEMENTAL SHEETS
SEE SUPPLEMENTAL SHEET IA AND IB FOR ENLARGED AREAS
ROADSIDE CULTURE DATA AS OF 1946
APPROVED OCTO


44°50'
45°00'
OLN COUNTY
TILLAMOOK COUNTY
T.6S.
T.7S.
T.8S.
SIUSLAW NATIONAL FOREST
VALSETZ
GRAND RONDE
VALLEY JCT.
WILLAMINA
Pop 877
FALLS CITY
Pop 715
Black Rock
STATE FOREST ROAD
Condenser Pk
Laurel Mtn.
Dorn Pk
Riley Pk
LITTLE LUCKIAMUTE RIVER
OSWEGO, DALLAS, AND ROSEBURG RY
SOUTHERN PACIFIC
Mitchell Creek
Rowell Creek
Gold Creek
Jackass Creek
Buell
Ellendale
DALLAS
DALLAS AIRPORT
Gooseneck
Perrydale
BALLSTON
BROADMEAD
MONMOUTH
Pop 956
INDEPENDENCE
RICKREALL
Derry
Clow Corner
Salt Creek
Smithfield
McCoy
To Amity
Y A M H I L L C O U N T Y
R.8W.
R.7W.
R.6W.
R.5W.
123°40'
123°30'
123°20'
10.4
22
18

316-1703 Culver ("E" St.) Paving 1956

4742

Form A-180—10M—9-5

NOTED
Harold C. Ayers

# INVOICE
# Oregon State Highway Department
SALEM, OREGON

*Invoice No.* 48958

*Date* December 27, 1956

*Your Req. No.*

*Billing Request No.* [illegible]-298

*Credit distribution:* 316-1703-295

City of Culver
Culver, Oregon

Attn: Chas. [illegible] [illegible], City Recorder

Final Billing, City's share of [illegible] cost of "[illegible]" Street project, City of Culver, Contract No. 4742, covered by agreement dated May 2[illegible], 1956.

| | | |
|---|---|---|
| | Advance Deposit | 1,800.00 |
| Total cost as per attached | 11,030.17 | |
| Less agreed state share | 11,000.00 | |
| Amount due from City | | 30.17 |
| | To be refunded | $1,769.83 |

NOTED
C. G. SWENSON

RECEIVED
[illegible] 28 1956

ACKNOWLEDGMENT OF BILLING REQUEST

Cash Received with Request: $

By

State Printing 88944

Clarence G. Swenson
Acting Engineer, County & City Relations

HCA:te
Att.

NOTED
C. G. SWENSON

NOTED
JOHN D. [illegible]

December 27, 1956

Mr. Charles S. Moon
City Recorder
Culver, Oregon

NOT[illegible]
J. F. HAG[illegible]NN

Dear Mr. Moon:

Final costs on the Special City Allotment project on "E" Street in Culver are now available and the agreed city share of the total cost, as shown in the attached statement, is $30.17.

As the initial deposit by the city for this project was $1,800.00, a refund of $1,769.83 is due the city from the state. A check for this amount will be forwarded by our Accounting Division within the next few days.

Very truly yours,

W. C. Williams
State Highway Engineer

By

Clarence G. Swenson
Acting Engineer, County & City Relations

HCA:te
Att.

NOTED
C. G. SWENSON

NOTED
JOHN D. C[illegible]AN

OREGON STATE HIGHWAY DEPARTMENT　　　　STATEMENT OF FINAL COSTS

CULVER CITY ALLOTMENT PROJECT
CONTRACT NO. 4742　　　　December 28, 1956
Grading and Paving "E" Street

PAYMENTS TO CONTRACTOR

| Item | Quantity | @ | Total |
|---|---|---|---|
| 1. Blade grader | 10 hrs. | $15.00 | $ 150.00 |
| 2. Coarse crushed material in base | 1260 cuyds. | 4.00 | 5,040.00 |
| 3. 3/4"-0 material in base | 336 " | 4.25 | 1,428.00 |
| 4. Sprinkling | 55.5 M/gal. | 3.00 | 166.50 |
| 5. Asphaltic concrete mixture | 397.75 tons | 14.00 | 5,568.50 |
| 6. 85-100 asphalt in mixture | 22.55 " | 45.00 | 1,014.75 |
| Force Account | | | 15.79 |

| | |
|---|---|
| Subtotal, Contract Items.. | $13,383.54 |
| Construction Engineering.. | 1,248.09 |
| Survey.................... | 398.54 |
| TOTAL COST........ ........... | $15,030.17 |
| Less Agreed State Share... | 15,000.00 |
| Amount Due From City...... | $ 30.17 |
| City Advance Deposit...... | $ 1,800.00 |
| REFUND DUE CITY.............. | $ 1,769.83 |

A

316-1903
4742

OREGON STATE HIGHWAY DEPARTMENT
(date)
August 14, 1956

| | | | |
|---|---|---|---|
| (CONTRACT NO.) | (EST. NO.) | (CONTRACTOR) | |
| 4742 | 2-Final | Bubler Bros., Inc. | |
| (VOUCHER NO.) | (WARRANT NO.) | (AMOUNT) | (DATE) |
| 16997 | H-158120 | $ 630.54 | 8/14/56 |

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

Ruth Rawlings
ACCOUNTING DIVISION

---

Specified completion Date: Sept. 15, 1956

Time Extensions: None

Completion Date: July 4, 1956

Date Accepted: July 12, 1956

Penalties: None of record

Claims: None of record

Remarks:

---

Date: 8-17-56

To the Accounting Division:

Release of the above warrant is hereby authorized

H. B. Glaisyer
Secretary

Warrant Mailed: AUG 17 1956

Ruth Rawlings

NOTED ON CARD

RECEIVED
AUG 7 1956
FOR FILING
316-1703
4742

August 7, 1956

CERTIFIED MAIL

General Casualty Company of America
Portland Service Office
209 S. W. Fourth Ave.
Portland 4, Oregon

Attention: Mr. G. H. Burnett

Dear Sir:

State Highway Contract No. 4742 for paving on the Culver ("E" Street) City Street Section in Jefferson County was completed by the contractor, Babler Bros., Inc., on July 4 and was formally accepted by the Highway Commission on July 12, 1956.

Final payment in the amount of $630.54 will be released to the contractor on or after August 17, 1956. The total contract amount is $13,383.54, of which amount $15.79 represents force account items.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

NOTED ON CARD

4

Form E-1—10M—1-36

316-1703
4742

OI ON STATE HIGHWAY DEPARTM

# Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending July 14, 19 56

Section CULVER ("E" STREET)

Highway City Street

Contractor Babler Bros., Inc.

Date of contract June 15, 19 56

Date work started June 23, 19 56

Project authorization $ 16,408.13

Exclusive of Engineering $ 15,241.33

Kind of work Paving

Section prefix 316-1703

Contract number 4742

Date of completion September 15, 19 56

~~Estimated date of completion~~ Date Completed July 4, 19 56

Per cent of time elapsed 33 %

Estimated cost of completed project, exclusive of engineering $ 13,383.54

Estimated per cent overrun or underrun 11 %

Per cent of contract completed, based on total contract price 100 %

Engineering authorization $ 1,166.80

Engineering cost to date $ 1,166.80, 100 %

Date project was completed July 4, 19 56

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Semi- Final Esimate Submitted to Bend Office,

July 11, 1956.

* FINAL REPORT *

NOTED

NOTED
L. H. Young

NOTED
R. D. ASBURRY

HDB

Signed Lowell M. Stratton
Lowell M. Stratton

Address Ma dras, Oregon

NOTED
W. D. WOLFE

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

State Printing 88073

|  | GRADING | SURFACING | MA TENANCE MATERIALS | OIL AND BITUMINOUS MACADAM | PAVING |
|---|---|---|---|---|---|
| Miles in project |  | 0.21 |  |  | 0.21 |
| Miles partially completed |  |  |  |  |  |
| Miles completed |  | 0.21 |  |  | 0.21 |
| Total estimated quantities (contract) |  | 1,630 |  |  | 450 |
| Total quantities corrected to date |  | 1,596 |  |  | 397.75 |
| Estimated quantities moved or placed to date |  | 1,596 |  |  |  |
| Average daily quantities |  |  |  |  |  |
| Average daily quantities necessary to complete project on time |  |  |  |  |  |
| Number shifts per day |  |  |  |  |  |
| Hours per shift |  |  |  |  |  |

Average force on project for week

Men

Supervision

Men and trucks under 3 tons

Men and trucks over 3 tons

Men and tractors

Equipment used during week: Shovels .........., Power graders .........., Rollers .........., Mixers .........., Crushing or screening plants ..........

Compressors .........., Bulldozers .........., Compaction rollers .........., . . . . .........., . . . . .........., . . . . ..........

|  | WEATHER | HRS. DELAY | CAUSE OF DELAY |
|---|---|---|---|
| Sunday | Showers |  |  |
| Monday | Fair |  |  |
| Tuesday | Cloudy |  |  |
| Wednesday | Showers |  |  |
| Thursday | Fair |  |  |
| Friday | Hazy |  |  |
| Saturday | Fair |  |  |

RECEIVED
JUL 5 1956
FOR FILING

[illegible]

4742

July 3, 1956

Babler Bros., Inc.
4617 Southeast Milwaukie Avenue
Portland, Oregon

Gentlemen:

We enclose herewith a fully executed copy of Contract No. 4742 which was awarded to you June 15, 1956, by the State Highway Commission, covering CULVER ("E" STREET) Paving in Jefferson County. This copy is for your files.

A copy of this contract is also being sent to the surety on your performance bond.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

PP
Enclosure

RECEIVED
JUN 25 1956
FOR FILING

[illegible]
316 - .223
1742

NOTED
W. C. WILLIAMS

**OREGON STATE HIGHWAY DEPARTMENT**
**INTER-DEPARTMENT CORRESPONDENCE**

Salem, Oregon
June 25, 1956

**SUBJECT:** South ~~Open~~ Oakland Interchange Project

**To:** Mr. W. C. Williams
Deputy State Highway Engineer
OFFICE

L

All rights of way for the above project have now been optioned, and as far as this department is concerned, the contract may be awarded.

R. L. Porter
R. L. PORTER
Right of Way Engineer

RLP:smj

RECEIVED
JUN 25 1956
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
JUN 26 1956
FOR FILING

FORM E-20X—60M—11-55—90225
31
4742

# OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
June 22, 1956

SUBJECT: Culver (E. St.)
Contract No. 4742

NOTED
W. C. WILLIAMS

To:

Mr. Dean Swift
Division Engineer
State Highway Department
Bend, Oregon

Reference is made to Laboratory Report No. 392503, dated June 21, 1956 showing that cinders from a stockpile are (1) of too small maximum size, (2) have 24 percent excess passing the ¼-inch screen and (3) have 3 percent excess P.I. and 21 percent excess L.L.

Will you please instruct the resident engineer that material varying as much as this from the specification requirements can be eliminated by field screening by his inspector. It is suggested that, where possible, the resident engineers screen aggregates in question before submitting the material to the laboratory, or if necessary to send samples to Salem, mark them for information only so that it is clear they are not intended for use unless suitable.

Forrest Cooper
Construction Engineer

By L. H. Young

L. H. Young
Ass't. Construction Engineer

LHY-WCH:of

cc to: W. C. Williams
Ray Webber

RECEIVED
JUN 25 1956
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
JUN 28 1956
FOR FILING

| |
|---|
| 316-[illegible] |
| |
| 4742 |

June 15, 1956

Babler Bros., Inc.
4617 S. E. Milwaukie
Portland, Oregon

Gentlemen:

The State Highway Commission on June 5, 1956 accepted your proposal for paving "E" Street in Culver, Jefferson County, for the sum of $14,485 and referred it to the State Highway Engineer with authority to award the contract to you as soon as certain conditions had been fulfilled. This note is to inform you that such conditions have now been satisfied and that the State Highway Engineer today awarded you the contract in conformity with the Commission's authorization. This project has been assigned Contract No. 4742.

Contract forms are now being prepared in this office and will be mailed to you shortly for execution.

This confirms my wire to you of this date.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

jmc

cc: Pacific Builder & Engineer, Inc.
2418 Third Avenue
Seattle 1, Washington

R. G. Savage (SIAC)
Forrest Cooper
S. H. Probert

NOTED
J. Mc C.

| DOMESTIC SERVICE | |
|---|---|
| Check the class of service desired; otherwise this message will be sent as a fast telegram | |
| TELEGRAM | |
| DAY LETTER | |
| NIGHT LETTER | |

$
S
E

# WESTERN UNION
# TELEGRAM

W. P. MARSHALL, PRESIDENT

1206 (4-55)

| INTERNATIONAL SERVICE | |
|---|---|
| Check the class of service desired; otherwise the message will be sent at the full rate | |
| FULL RATE | |
| LETTER TELEGRAM | |
| SHORE-SHIP | |

| NO. WDS.-CL. OF SVC. | PD. OR COLL. | CASH NO. | CHARGE TO THE ACCOUNT OF | TIME FILED |
|---|---|---|---|---|
| | | | | |

*Send the following message, subject to the terms on back hereof, which are hereby agreed to*

Salem, Oregon
June 15, 1956
2:27 p.m.

Babler Bros., Inc.
4617 S. E. Milwaukie
Portland, Oregon

Contract for Culver ("E" St.) Paving Project, Jefferson County for which you submitted low bid on June 5, 1956 awarded you today. Contract forms follow shortly.

H. B. Glaisyer, Secretary
OREGON STATE HIGHWAY COMM.

cc: Accounting (5003-900)
Files
C. W. Head

John W. Cattrall
Engineer, County & City Relations

JWC:mm

cc: W. C. Williams
G. S. Paxson

RECEIVED
JUN 15 1956
OFFICE OF
STATE HIGHWAY ENGINEER

ECEIVED
JUN 18 1956
FOR FILING
316-1703
FORM E-90X—80,000—10-54—79484
4-7-44

**OREGON STATE HIGHWAY DEPARTMENT**
INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
June 15, 1956

SUBJECT: Special City Allotment Project (1956)
Culver

To: Mr. S. H. Probert
OFFICE

NOTED
W. C. WILLIAMS

The city of Culver has deposited $1,800. This project contract may now be awarded.

John W. Cattrall
John W. Cattrall
Engineer, County & City Relations

JWC:mm

cc: W. C. Williams
G. S. Paxson

RECEIVED
JUN 15 1956
OFFICE OF
STATE HIGHWAY ENGINEER

NOTED
Harold C. Ayers

June 6, 1956

NOTED
J. W. CATTRALL

Mr. Charles S. Moon
City Recorder
Culver, Oregon

Dear Sir:

On June 5, 1956, the State Highway Commission received bids on the E Street paving project in Culver. The low bid was submitted by Babler Bros., Inc. and the revised estimate based on this bid is as follows:

| | |
|---|---|
| Contract Items | $14,485.00 |
| Flagging | 100.00 |
| Engineering & Contingencies | 1,823.13 |
| Survey | 400.00 |
| Total...... | $16,808.13 |

As per the agreement between the City and State the City is to pay all costs in excess of $15,000 and is to make this payment by means of an advance deposit. If the City wishes to proceed with the project an advance deposit of $1,800 is required. Please make this deposit by means of a check made payable to the Oregon State Highway Commission.

Your immediate attention to this matter will be appreciated as a contract cannot be awarded until this deposit is in our hands.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

John W. Cattrall
Engineer, County and City Relations

HCA:mm

RECEIVED
MAY 31 1956
FOR FILING

316-1703

4742

May 31, 1956

Charles S. Moon, City Recorder
City Hall
Culver, Oregon

Dear Sir:

We are enclosing herewith for the records and files of your City a fully executed copy of an agreement between the State Highway Commission and the City of Culver covering the Special City Allotment project on E Street in the City of Culver.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

rn
Enc.

file P

RECEIVED
JUN 1 - 1956
FOR FILING

516-1983

Salem, Oregon
May 31, 1956

$250,000 Fund Agreement (1956)
Culver

[illegible]

116

Mr. John W. Cattrall
City & County Relations Dept.
Office

Attached hereto is a conformed copy of an agreement with the City of Culver covering the Special City Allotment project on E Street in the City of Culver.

A fully executed copy of the above agreement has been retained in this office for the Commission's files and one fully executed copy has been sent to the City Recorder, Culver, Oregon.

Secretary

rn
Attach: 1

FORM E30—50M—2-55—82986

## OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
May 22, 1956

**SUBJECT:** $250,000 Fund Agreement (1956)
Culver

**To:** Mr. G. S. Paxson
OFFICE

Attached are three copies of an agreement covering the Special City Allotment project on E Street in the City of Culver.

Two copies of the agreement have been executed by the City and are now ready for presentation to the Highway Commission. Both copies require your signature of approval.

This project was approved by the Highway Commission on December 19, 1955.

John D. Graham
John D. Graham
Office Engr., County & City Relations

JDG:te
Att.

APPROVED
ASST. STATE HIGHWAY ENGINEER
Date May 23, 1956

5-23-56
REFERRED TO
Mr. Glaisyer
for agenda.

AUTHORIZED BY HIGHWAY COMMISSION
DATE HBGlais 12-19-55 Minute Page 32
HBGlaisyer
Secretary

RECEIVED
MAY 23 1956
OFFICE OF
STATE HIGHWAY ENGINEER

5-1-56

AN ORDINANCE PROVIDING FOR A FORM OF AGREEMENT BY AND BETWEEN THE CITY OF CULVER, OREGON, AND THE STATE OF OREGON, ACTING BY AND THROUGH ITS STATE HIGHWAY COMMISSION FOR THE IMPROVEMENT OF "E" STREET IN THE CITY OF CULVER FROM THE WEST LINE OF FIRST STREET (ALSO KNOWN AS THE CULVER HIGHWAY, US NO. 97, OLD ROUTE) TO FIFTH STREET, A DISTANCE OF APPROXIMATELY 0.21 MILES.

WHEREAS the City of Culver, Oregon, has heretofore made an application to the State Highway Commission for assistance in repair or reconstructing "E" Street under the provision of ORS 366.800 and 366.805, and,

WHEREAS the State Highway Commission has accepted such application for the improvement of "E" Street from the Culver Highway Westerly to Fifth Street, and,

WHEREAS in the form of an agreement prepared by the State Highway Commission, a copy of which is marked "EXHIBIT A" is attached hereto and by reference made a part hereof the State Highway Commission has agreed to pay the cost of the project up to the sum of $15,000.00 and the City of Culver shall pay all costs in excess of $15,000.00.

THE CITY OF CULVER DOES ORDAIN AS FOLLOWS:

SECTION I. That the certain form of agreement hereinabove referred to be entered into by the City of Culver, Oregon, and the State of Oregon, acting by and through the State Highway Commission providing for the improvement of "E" Street from the Culver Highway Westerly to Fifth Street a distance of approximately 0.21 miles and is hereby approved and accepted as submitted.

SECTION II. The Mayor and Recorder are hereby authorized and directed to execute such agreement in triplicate and to deliver such agreement to the State of Oregon Highway Commission for execution by the said Commission.

SECTION III. Whereas it is necessary that said improvement be made in the spring and summer of 1956, and while weather permits, and whereas the State Highway Commission cannot award a contract for said improvement until the said agreement has been executed by the Mayor and Recorder of the City of Culver, thereby involving the peace, health and credit of the people of the City of Culver, Oregon, an emergency is hereby declared to exist and this ordinance shall be in full force and effect from and after its passage by the common council and approval by the Mayor as authorized by Ordinanae No. 1 of the City of Culver.

AYES 4 NAYES 0

Submitted to and approved by the Mayor this 1 day of May, 1956.

Mayor

ATTEST:

Charles S. Moon

City Recorder

December 22, 1955

Mr. Charles S. Moon
City Recorder
Culver, Oregon

NOTED
Harold C. Ayers

Dear Sir;

On December 19, 1955, the State Highway Commission approved a project on E Street as requested by the city to be constructed from the 1956 Special City Allotment fund.

The project as approved is shown in the attached summary. You will be contacted at a later date to work out the details of the project and to negotiate an agreement.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

John W. Cattrall
Engineer, County and City Relations

HCA:mm
Att.

NOTED
J. W. CATTRALL

27

CULVER

Culver

Preliminary Estimate

[illegible] to 5th Avenue [illegible]

[illegible]

[illegible] 20 [illegible]

| Items | Quantity | [illegible] | [illegible] |
|---|---|---|---|
| [illegible] | 20 [illegible] | 16.00 | $ 320.00 |
| [illegible] | 1100 [illegible] | 3.80 | 4180.00 |
| 3/4 [illegible] | 400 [illegible] | 4.25 | 1700.00 |
| Sprinkling | 30 [illegible] | 4.00 | 120.00 |
| [illegible] | 6 tons | 70.00 | 420.00 |
| Class B [illegible] | 450 tons | 11.25 | 5062.50 |
| RS 2 [illegible] | 3 tons | 70.00 | 210.00 |
| Aggregate [illegible] | 11 [illegible] | 7.00 | 77.00 |
| Total Prelim Est of Const Cost | | | $ 12,089.50 |
| 12½% Eng & Cont | | | 1511.19 |
| Survey | | | 400.00 |
| | | | 14,000.69 |

Total Prel Est $ 14,000

[redacted]

[redacted]

[redacted]

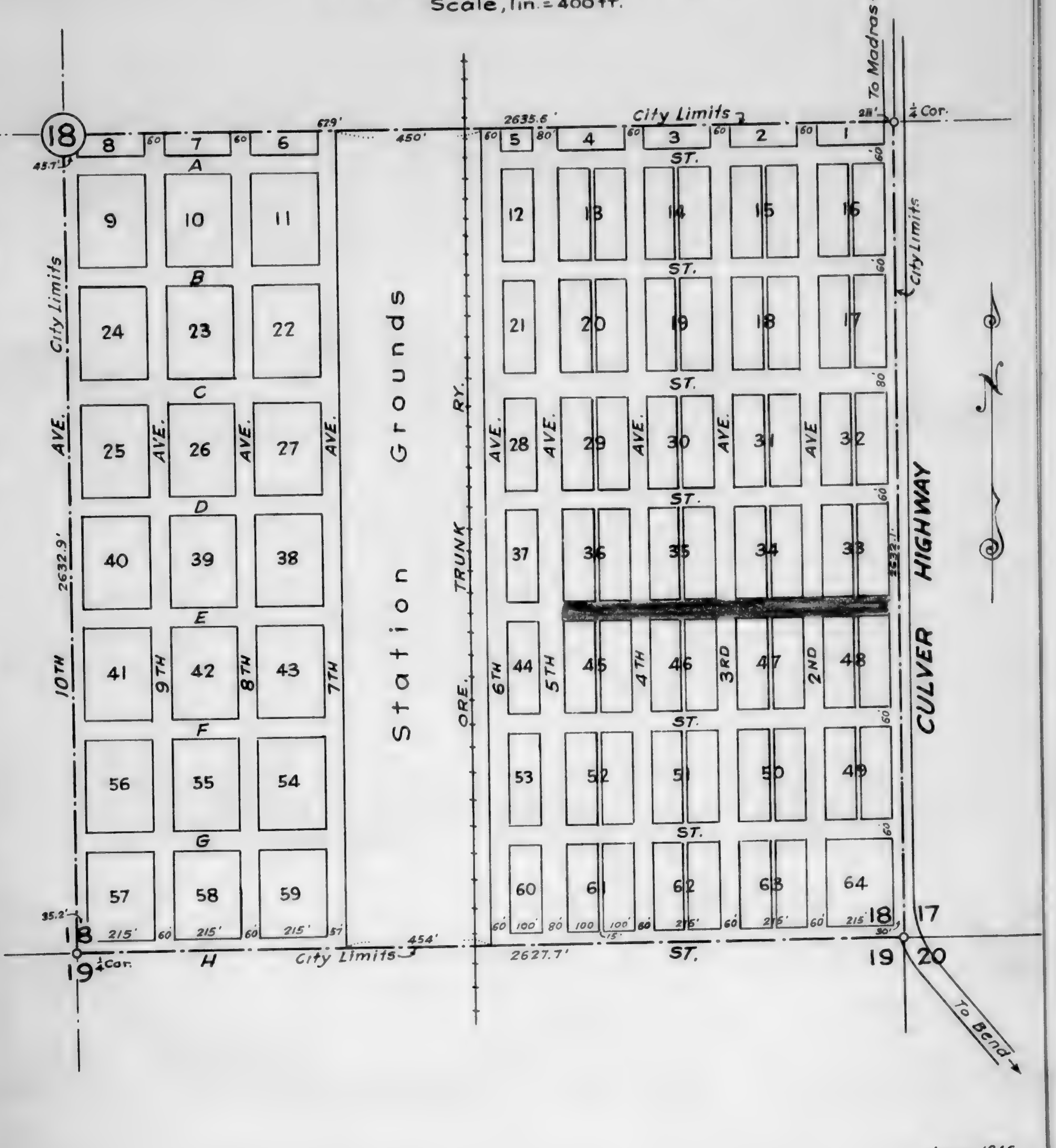
[redacted]

27

# CULVER

S.E. ¼ Sec. 18 T. 12 S., R. 13 E.W.M.

Scale, 1in. = 400 ft.



June, 1946
Rev. 12-2-49

21

No. 27

Culver 6-23-55

On June 20, Contacted Mayor J. Thompson Mr R L Tate not available. Mayor Thompson stated that the city was unable to keep 5th & 6th Streets in travelable condition due to the heavy hauling of potatoes and other farm crops, which were being brought in from the very large farming area to the southwest.

The High & Grade schools are also located on these streets which causes additional heavy traffic on these streets.

The City has recently added 3" of base rock which has exhausted all available funds and claim practically all their funds have been applied on these two streets and City has no funds to cooperate in project and ask for all possible

Believe we would be justified in recommending this project approximately $16,250.00

HCAyer

10-20-55

Talked this project over with Mr. Dean Swift and he agreed as to cost & need but said job would not cost $16,000 Closer to $14,000.00

HCA

~~No. 3~~

No. 27

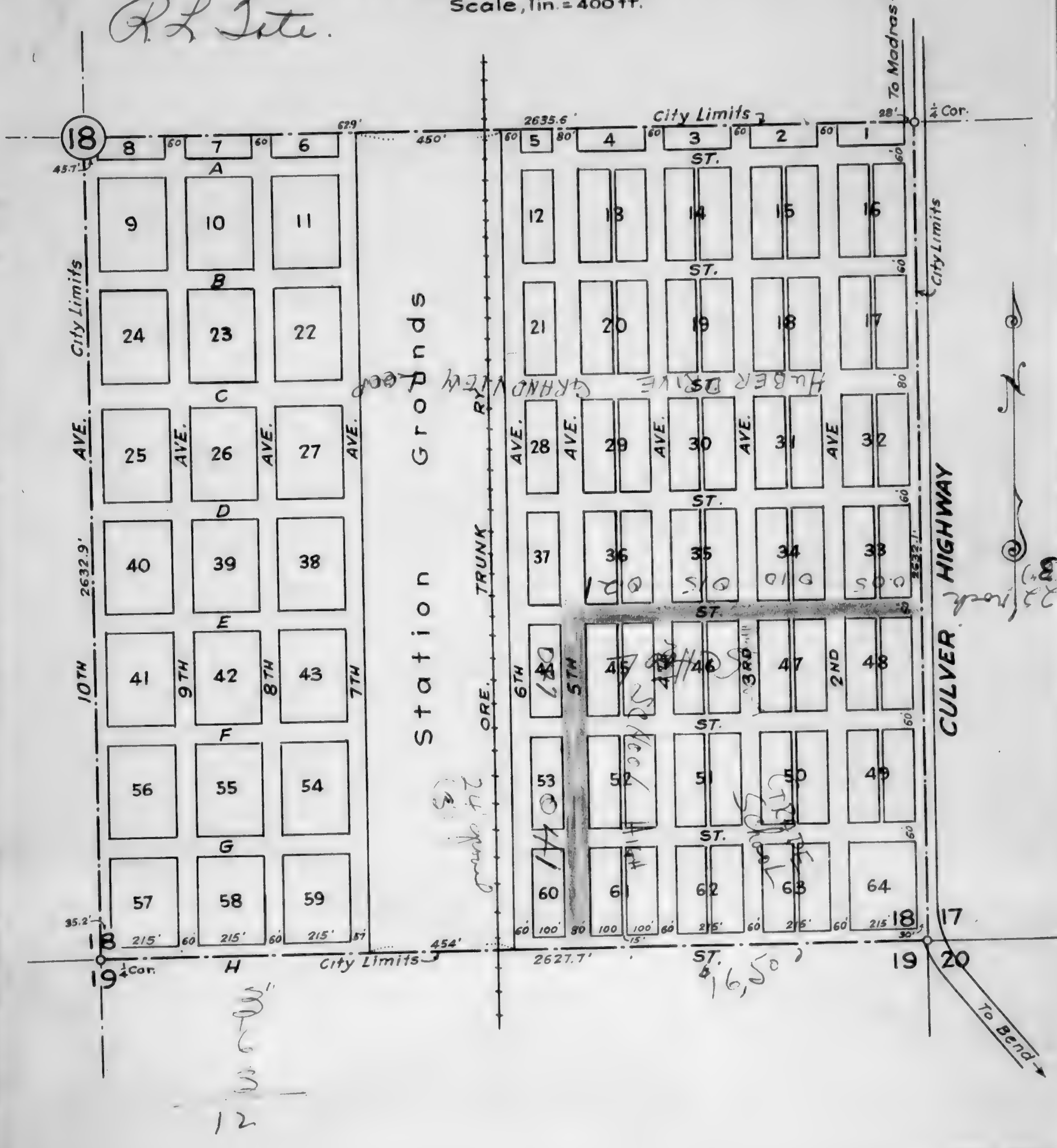
C. Thompson MG

R. L. Tate

# CULVER

S.E.$\frac{1}{4}$ Sec. 18 T. 12 S., R. 13 E.W.M.

Scale, 1in. = 400 ft.



June, 1946
Rev. 12-2-49

No. 27

NOTED
J. W. CATTRALL

FORM E-128 [illegible] REVISED 2-50

**COMMISSIONERS**
BEN R. CHANDLER, CHAIRMAN
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE
M. K. McIVER, MEMBER
PORTLAND
H. B. GLAISYER
SECRETARY

**OREGON**
**STATE HIGHWAY DEPARTMENT**
**SALEM**

R. H. BALDOCK
STATE HIGHWAY ENGINEER
W. C. WILLIAMS
1ST ASST. STATE HWY. ENGR.
W. W. STIFFLER
2ND ASST. STATE HWY. ENGR.
C. W. ENFIELD
CHIEF COUNSEL

June 15, 1955

Mr. Charles S. Moon
City Recorder
Culver, Oregon

NOTED
Harold C. Ayers

NOTED
[illegible]

Dear Sir:

This is to acknowledge receipt of a resolution adopted by the City of ____Culver____ requesting aid from the annual $250,000 Special City Allotment Fund.

The results of the investigation of your requested project will be presented to the Highway Commission for consideration in forming the __1956__ program.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

John W. Cattrall
John W. Cattrall
Engineer, County and City Relations

No. 27.

# RESOLUTION

WHEREAS, Section 2, Chapter 371, Oregon Laws 1943, as amended by Section 1, Chapter 149, Oregon Laws 1949, provides that:

> "Beginning with the year 1949 and annually thereafter there shall be and hereby is appropriated out of the state highway fund such sums of money as will equal 10 per cent of all moneys credited to the state highway fund by the state treasurer between January 1 and December 31 of each year and which have accrued from funds transferred to the state highway fund by the state treasurer under the provisions of section 115-135, O.C.L.A.; section 15, chapter 413, Oregon Laws 1945, as amended by section 4, chapter 114, Oregon Laws 1947; and section 29, chapter 467, Oregon Laws 1947; and from fines and penalties collected for violations of the motor vehicle and transportation laws. Such appropriation shall be distributed among the several cities as provided in this act."

and

WHEREAS, Section 3, Chapter 371, Oregon Laws 1943, as amended by Section 2, Chapter 149, Oregon Laws 1949, provides that:

> "Such appropriation shall be allocated to the cities as follows: The sum of two hundred fifty thousand dollars ($250,000) shall be withdrawn from such appropriation each year and set up in a separate account to be administered by the state highway commission. Such account shall be spent each year by such commission upon streets not a part of the state highway system within cities which are receiving excessive wear through sudden increases in population in the area or heavy and unusual industrial traffic. Such commission shall determine the distribution of such expenditures after considering applications made to it therefor from the cities. The balance remaining in such appropriation after the withdrawal of said two hundred fifty thousand dollars ($250,000) shall be distributed to all of the cities. Each city shall receive such share of the balance as its population bears to the total population of the cities."

and

WHEREAS, the City of Culver is an incorporated city of the State of Oregon, and has a population of 301, as given by the latest official census, and

WHEREAS, the following streets of said city, Beginning at

Form cc-50 (1953 Rev.)
Special City Allotment

1st street east to 5th street and then South
to H. Street

are not a part or parts of the state highway system, but are streets under the jurisdiction and control of said city which are "receiving excessive wear through sudden increase in population in the area, or heavy and unusual industrial traffic," and

WHEREAS, said streets are and each of them is in need of repair, reconditioning and other major improvement,

NOW, THEREFORE, the members of the City Council, in regular or special session assembled, do hereby find, declare and resolve:

1. That the following named streets of said city, to wit:

Beginning at 1st Street east to 5th street
and Then South to H. Street

are in need of repair, reconditioning, and other major improvement.

2. That said streets are in their present state and condition of disrepair by reason of excessive wear through sudden increases in population in the area, or heavy and unusual industrial traffic.

3. That the Oregon State Highway Commission hereby is respectfully

requested to consider and declare said streets as qualified for reconditioning, repair, and other improvement out of funds allocated and made available by and through the said $250,000 appropriation of state highway revenues which is to be administered and spent by the Highway Commission.

4. That the City of Culver does hereby offer to the State Highway Commission, and does hereby pledge complete cooperation and assistance to the end that said city may share and participate in the use and benefit of said special fund and appropriation; and therefore does designate R. L. Tate as the official representative of the city in all negotiations resulting from this request.

Passed and approved this 7 day of June, 1955

There is attached hereto and made a part hereof, a city map on which is indicated the street, streets, road, or roads described in this resolution.

--------- ---------

I hereby certify that the foregoing resolution was passed and approved by the City Council of the City of Culver at a regular or special meeting of said Council, held on the 7 day of June, 1955, and the above copy is a true and correct copy of the original and of the whole thereof.

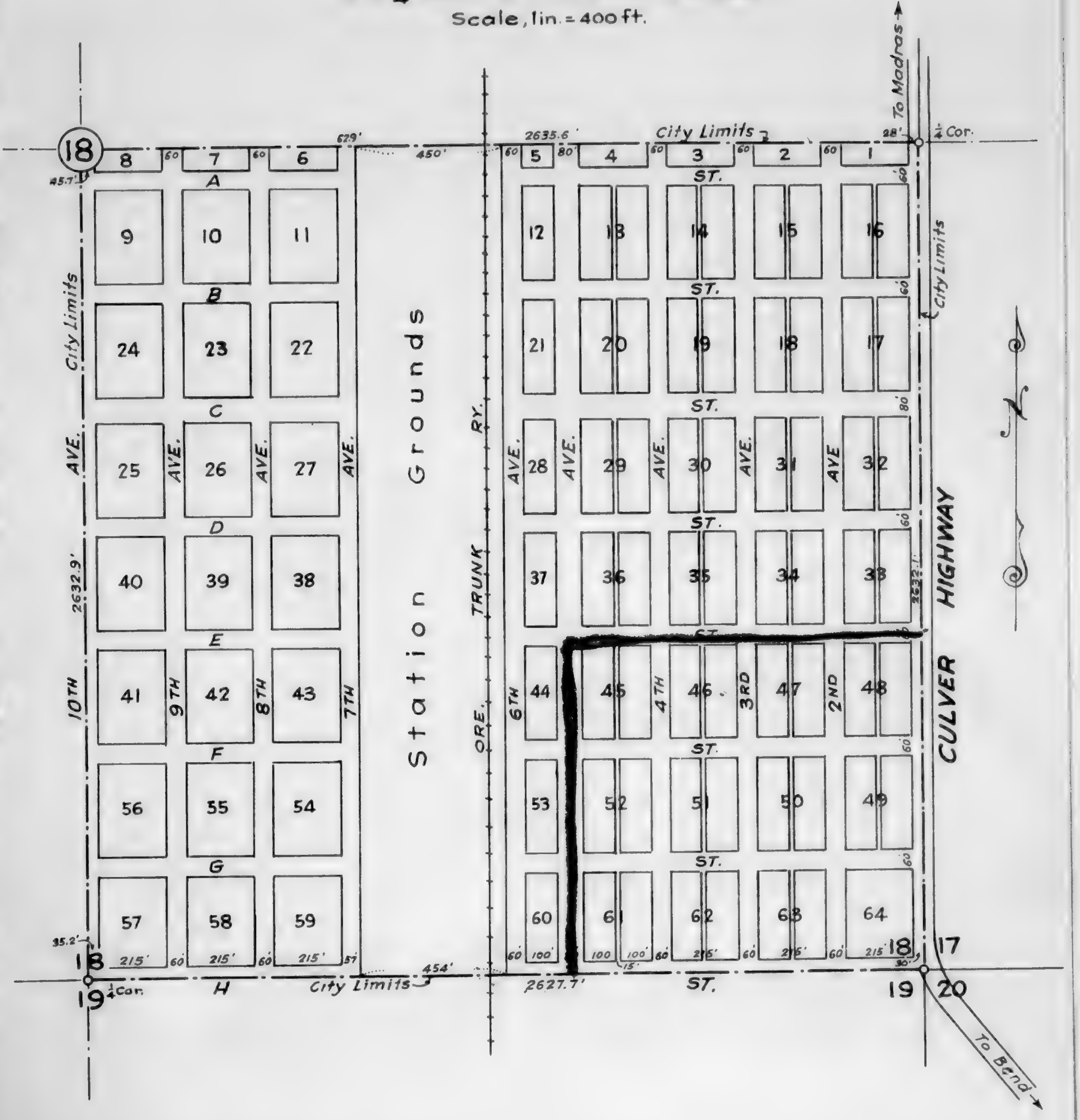
Dated this 7 day of June, 1955

Chas S Moore
City Recorder

# CULVER

S.E.$\frac{1}{4}$ Sec. 18 T. 12 S., R. 13 E.W.M.

Scale, 1 in. = 400 ft.



June, 1946
Rev. 12-2-49

308-1703 Brookings (Pioneer Rd. & Easy St.) Paving 1956

4743

308-1703 Brookings (Pioneer Rd. & 1956
Easy St.) Paving
4743

RECEIVED
OCT 3 1958
FOR FILING

[illegible]

4743

Salem, Oregon
September 23, 1958

Mr. Leonard Lindas
Chief Counsel
Department

For many years we have had a running feud with one Elmer Bankus, of Brookings, over some right of way on US101 in an area which is now a part of the city of Brookings.

You will probably recall the statement that I have made ad nauseam that we should never take right of way as a gift. This is a good example that proves my point.

I am attaching a copy of a letter from Mr. Edwards which refers to this matter, also a copy of a letter from D. A. Martin and a quitclaim deed from the City of Brookings to the State Highway Commission for certain areas which we deeded to the City a few years ago. What we wish to ultimately accomplish is to deed to Bankus the portions of the right of way that could be considered excess, or, in other words, that portion outside of the normal right of way which we do not wish to retain. I hope that this will close this long-standing controversy.

Will you please take the necessary steps to effect the transfers involved. I suggest that you have the descriptions checked or prepared by the Construction Department to be sure they are correct. The matter will also have to be taken up with the Highway Commission.

Will you please take it from here.

Forrest Cooper
Deputy State Highway Engineer

FC:me
Encl.

FORM E-20 50M 8-57—6363

**OREGON STATE HIGHWAY DEPARTMENT**

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
September 19th, 1958

SUBJECT:

To: Mr. Forrest Cooper
Deputy State Highway Engineer
Office

During your absence Mr. Elmer Bankus called on Mr. Williams concerning property in what was originally the north portion of the town of Brookings.

In the late 30's this was straightened out and certain right of way taken from Elmer Bankus. The old right of way was held and in 1955 was given to the City of Brookings. Since that time the city has grown and extended northerly, leaving a blighted area where development has been retarded due to this property hassle. At the meeting between Mr. Williams and Mr. Bankus it was agreed that the property should rightfully be returned to Mr. Bankus, who owns the abutting property, and that the matter could be accomplished either by a Quitclaim Deed from the City to Bankus or a Quitclaim Deed by the City to the State Highway Commission, after which it could be Quitclaimed to Bankus.

I called B. A. Martin and asked him to handle the matter with the City in line with Mr. Williams' wishes. The Quitclaim Deed from the City to the State is attached, together with Mr. Martin's report. I would recommend that the Legal Division proceed with the preparation of the Quitclaim Deed to Bankus.

Tom Edwards
Tom Edwards
Construction Engineer

TE:AR
Enc.

NOTED
FORREST COOPER

RECEIVED
SEP 19 1958
OFFICE OF
STATE HIGHWAY ENGINEER

OREGON STATE HIGHWAY DEPARTMENT

Subject: Right of Way in Brookings

To

Mr. F. D. Morgan
Division Engineer
State Highway Dept.
Roseburg, Oregon

Dear Sir:

I am enclosing a quitclaim deed from the City of Brookings to the State Highway Commission, transferring all of the right of way adjacent to the Oregon Coast Highway between Station 7[illegible] to Station 767+10, which was transferred to the City of Brookings by Agreement on August 1[illegible]th., 1955.

The City would like to have the area between Pacific Ave. and Hillside Ave. on the east side of the Highway remain as right of way, as some [illegible] they would like to make a connection from [illegible] Street and Pacific Ave., to the Highway.

The City of Brookings is [illegible] a street that would connect with the Highway in the vicinity of Station 7[illegible] on the north side of the Highway. In making this street connection it would be necessary to cross part of the property belonging to Mr. Elmer Bankus. The City will negotiate for this right of way with Mr. Bankus.

The City at this time is also considering a New City Hall in this vicinity.

Very truly yours

B A Martin
B. A. Martin
Locating Engineer

RECEIVED
SEP 16 1957
FOR FILING

308-1703

4743

**OREGON STATE HIGHWAY COMMISSION**

**INTER-DEPARTMENT CORRESPONDENCE**

Salem, Oregon
September 30, 1957

**SUBJECT:** Damage to Brookings Water Co. pipes, etc., during work on Highway 101.

**To:** Forrest Cooper
Deputy State Highway Engineer

OFFICE

I refer you to a letter of July 30, 1957, directed to the Glen Falls Insurance Company, Portland, Oregon, by the Secretary of the Highway Commission in which he states "Thand you for the photostatic copy of a release and indemnity agreement signed by the Brookings Water Company releasing Warren Northwest, Inc., from responsibility in connection with their operations on our Contracts 4703 and 4743 in the city of Brookings. This agreement indicated full and compromise settlement of a diputed claim or claims in the amount of $268.90."

In view of the above, there would appear to be no reason why this department should retain $2,000 that is due and owing on Contract No. 4703. I would, therefore, recommend that final payment be made to the contractor unless there are in existence other claims involving this contractor which have not been settled.

/s/ Leonards I. Lindas

LEONARD I. LINDAS
Chief Counsel

LIL:br.

Copy to Mr. Probert 9/10/57

NOTED
Forrest Cooper

RECEIVED
JUL 31 1957
FOR FILING

[illegible]

4743

July 30, 1957

Glens Falls Insurance Company
825 S. W. 4th Avenue
Portland 4, Oregon

Attention: Mr. E. Stuart [illegible]
Adjuster

Gentlemen:

Thank you for the photostatic copy of a Release and Indemnity Agreement signed by Brookings Water Co., releasing Warren Northwest, Inc., from responsibility in connection with their operations on our Contracts 4703 and 4743 in the city of Brookings. This agreement indicates full and final compromise settlement of a disputed claim or claims in the amount of $266.90.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

HG:fp

cc Warren Northwest, Inc.
P. O. Box [illegible]
Portland, Oregon

Commissioners
Mr. W.C. Williams
Mr. [illegible] Cooper

NOTED ON CARD

Form A-150-10M-

NOTED
Harold C. Ayers

## INVOICE

# Oregon State Highway Department

SALEM, OREGON

*Invoice No.* 50183

*Date* April 15, 1957

*Your Req. No.*

*Billing Request No.* CC - 313

*Credit distribution:* 300-1703-295

City of Brookings
Brookings, Oregon

Attn: Mrs. Bernice Huddleston,
City Recorder

NOTED
John F. [illegible]

---

Final billing: City's share of total cost of Pioneer Road and Easy Street grading and paving project. City of Brookings Contract No. 4743, covered by agreement dated 4/23/56.

| | | |
|---|---|---|
| | Advance Deposit | 17,350.00 |
| Total Cost | 32,775.14 | |
| Less agreed State share | 15,000.00 | |
| City Share | | 17,775.14 |
| Balance | | $425.14 |

RECEIVED
APR 16 1957

NOTED
C. G. SWENSON

NOTED
JOHN D. GRAHAM

ACKNOWLEDGMENT OF BILLING REQUEST

Cash Received with Request: $_______________

By ________________________________

State Printing 96055

Very truly yours,

W. C. Williams
State Highway Engineer

By

C. G. Swenson
Acting Engr., County and City Relations

HCA:mm
Att.

NOTED
JOHN D. GRAHAM

NOTED
C. G. SWENSON

NOTED
Harold C. Ayers

April 15, 1957

Mrs. Bernice Huddleston
City Recorder
Brookings, Oregon

NOTED
John F. Hagemann

Dear Madam:

Final costs on the Special City Allotment project on Pioneer Road and Easy Street are now available and the agreed City's share of the total cost, as shown in the attached statement, is $17,775.14.

Under the terms of the agreement dated April 23, 1956, the City of Brookings is to pay all costs of the project in excess of $15,000. As the advance deposit made by the city for this project was $17,350, a balance of $425.14 is now due the state from the city. A billing for this amount will be forwarded by our accounting division within the next few days.

Very truly yours,

W. C. Williams
State Highway Engineer

By

C. G. Swenson
Acting Engr., County and City Relations

HCA:mm
Att.

NOTED
JOHN D. GRAHAM

NOTED
C. G. SWENSON

OREGON STATE HIGHWAY DEPARTMENT ITEMIZED STATEMENT OF FINAL COSTS

BROOKINGS, Special City Allotment Project April 12, 1957
Grading and Paving: Pioneer Road and Easy Street
Contract No. 4743

PAYMENTS TO CONTRACTOR

| | Item | Qty. | Unit | Price | Total |
|---|---|---|---|---|---|
| 1. | Drainage excavation | 463.2 | c.y. | $ 4.00 | $ 1,852.80 |
| 2. | General excavation | 2946.9 | c.y. | .80 | 2,357.52 |
| 3. | Sewer pipe, 12" | 184 | l.f. | 2.00 | 368.00 |
| 4. | 24" reinforced sewer pipe | 363 | l.f. | 5.00 | 1,815.00 |
| 5. | 30" reinforced sewer pipe | 248 | l.f. | 7.50 | 1,860.00 |
| 6. | 8" perforated metal drain pipe | 110 | l.f. | 2.50 | 275.00 |
| 7. | Special backfill in drains | 10.4 | c.y. | 5.00 | 52.00 |
| 8. | Concrete catch basins | 6 | each | 55.00 | 330.00 |
| 9. | Concrete manholes | 2 | each | 225.00 | 450.00 |
| 10. | Concrete in islands | 17.623 | c.y. | 37.00 | 652.05 |
| 11. | Concrete in curbs | 46.846 | c.y. | 44.00 | 2,061.22 |
| 12. | Concrete walks | 412.40 | sq. y. | 4.14 | 1,707.34 |
| 13. | Coarse crushed mat'l. in base | 2488 | c.y. | 2.00 | 4,976.00 |
| 14. | 3/4"-0 material in base | 527 | c.y. | 2.60 | 1,370.20 |
| 15. | Sprinkling | 42 | M gal. | 2.50 | 105.00 |
| 16. | Asphaltic concrete mixture | 1339.105 | Tons | 4.75 | 6,360.75 |
| 17. | 85-100 asphalt in mixture | 77 | Tons | 38.00 | 2,926.00 |
| | State's share of flagging costs | | | | 45.93 |

| | |
|---|---|
| Subtotal, Contract Items. . . . . . . . | $29,564.81 |
| Construction Engineering. . . . . . . . | 2,516.21 |
| Survey. . . . . . . . . . . . . . . . . | 694.12 |
| TOTAL COST. . . . . . . . . . . . . . . | $32,775.14 |
| Agreed State Share. . . . . . . . . . . | 15,000.00 |
| City Share of Cost. . . . . . . . . . . | $17,775.14 |
| City's Advance Deposit. . . . . . . . . | 17,350.00 |
| ADDITIONAL FUNDS DUE STATE FROM CITY. | $ 425.14 |

HCA:mm

OREGON STATE HIGHWAY DEPARTMENT
(date)
March 1, 1957

| (CONTRACT NO.) | (EST. NO.) | (CONTRACTOR) | |
|---|---|---|---|
| 4743 | 5-Final | Warren Northwest, Inc. | |
| **(VOUCHER NO.)** | **(WARRANT NO.)** | **(AMOUNT)** | **(DATE)** |
| 4393 | H-174744 | $ 1,299.59 | 3/1/57 |

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

Ruth Rawlings
ACCOUNTING DIVISION

---

Specified completion Date: Oct. 15, 1956

Time Extensions: to Nov. 3, 1956

Completion Date: Nov. 3, 1956

Date Accepted: Dec. 17, 1956

Penalties: None of record

Claims: None of record

Remarks:

---

Date: 3-4-57

To the Accounting Division:

Release of the above warrant is hereby authorized

H. B. Glaisyer
Secretary

Warrant Mailed: MAR 4 1957

Ruth Rawlings

9

RECEIVED
FEB 15 1957

FOR FILING

4743

February 14, 1957

CERTIFIED MAIL

Federal Insurance Co.
Rodgers Insurance Agency, Inc.
803 Title & Trust Bldg.
Portland 4, Oregon

Gentlemen:

State Highway Contract No. 4743 for work performed on the Brookings (Pioneer Road & Easy Street) City Streets Section in Curry County was completed by the contractor, Warren Northwest, Inc., on November 3, 1956 and was formally accepted by the State Highway Commission on December 17, 1956.

Final payment in the amount of $1,299.59 will be released to the contractor on or after February 25, 1957. The total contract amount is $29,564.81, of which amount $45.93 represents force account items.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Federal Insurance Co.
Bonding Department
320 California St.
San Francisco 4, Calif.

NOTED ON CARD

RECEIVED
DEC 28 1956
FOR FILING
[illegible]-1703

4743

December 27, 1956

Warren Northwest, Inc.
P.O. Box 5072
Portland, Oregon

Gentlemen:

The State Highway Commission at its meeting held on December 17 had under discussion your request for an extension of time from October 15, 1956 to December 1, 1956 within which to complete your contract No. 4743, for work performed on the Brookings (Pioneer Road & Easy Street) City Streets Section in Curry County.

We are pleased to inform you that the State Highway Commission granted your request to and including November 3, 1956, the actual completion date. The Commission's action was based upon the recommendation of the State Highway Engineer, whose report on the subject considered but did not necessarily adopt any of the reasons given by you for failure to complete the project within the specified time limit.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: F. D. Morgan,
Division Engineer

George A. Barnhart,
Resident Engineer

Tom Edwards,
Construction Engineer

December 27, 1956

Mrs. Mae D. Smith
City Recorder
Brookings, Oregon

NOTED
Harold C. [illegible]

Dear Mrs. Smith:

This is to advise you that work on Contract No. 4743, with Warren Northwest, Inc. for grading and paving on Pioneer Road and Easy Street was completed on November 3, 1956.

Under the terms of the agreement dated April 23, 1956, the City agreed to assume maintenance of and continue jurisdiction over the above project as of the date of completion.

Very truly yours,

W. C. Williams
State Highway Engineer

By

Clarence G. Swenson
Acting Engineer, County & City Relations

JDG:te

NOTED
J. F. HAGEMANN

NOTED
C. G. SWENSON

NOTED
JOHN D. GRAHAM

FORM E-30X—60M—11-56—00228

**OREGON STATE HIGHWAY DEPARTMENT**

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
December 20, 1956

SUBJECT: Brookings
(Pioneer Rd.-Easy Street)
Contract No. 4743

To: Mr. C. H. Maison
Auditor
Office

I am forwarding herewith a copy of a letter from the City of Brookings in which they acknowledge their obligation for payment for some additional work done on the subject named job at their request.

The semi-final estimate is presently in Mr. Probert's office, where it is being checked; also verification of the amount of $175.12 for this additional work. You can arrange for collection of this additional amount.

Attached hereto is a copy of the letter from the Division Office concerning this matter.

Tom Edwards
Construction Engineer

By

L. H. Young
Ass't Construction Engineer

LHY:jc

Encl.

cc S. H. Probert
C. G. Swenson ✓

NOTED
C. G. SWENSON

NOTED

RECEIVED
DEC 21 1956

FORM 800—0010—11-52—MISC

OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE

Roseburg, Oregon
Dec. 17, 1956

SUBJECT: Brookings
(Pioneer Rd.-Easy Street)
Contract #4743

To: Tom Edwards
Construction Engineer
Salem, Oregon

On December 11, 1956 a letter was sent to you regarding an overrun of $175.12 on the Semi-Final Estimate for the above contract.

It was stated that the overrun occurred at the behest of the Brookings City Officials due to their request for additional sidewalks, etc.

The Semi-Final has been submitted to your office and in support of the above allegations please find attached a letter from Ralph R. Reed, City Works Superintendent, which indicates that the City Council has agreed to make the $175.12 payment.

Barry Rulien
Office Engineer

NOTED
L. H. Young

dls
encl.

CITY OF BROOKIN

Box 1308 [illegible] Chetco Ave.

Brookings, Oregon

December [illegible]

[illegible]
MAYOR

[illegible]
[illegible]
[illegible]
[illegible]
COUNCILMEN

[illegible]
CITY ATTORNEY

[illegible]
CITY [illegible]

[illegible]
CITY [illegible]
SUPERINTENDENT

[illegible]
[illegible]

[illegible]
[illegible]

[illegible]
[illegible]

[illegible]
CITY [illegible]

Oregon State Highway Department
Gold Beach, Oregon

ATTENTION:
Mr. [illegible]

Gentlemen:

Pertaining to our phone conversation of this week asking for $17[illegible] additional payment on the Pacific [illegible] Streets paving project, this is to advise you that this matter was presented to the City Council on December 11th and the Council has agreed that said payment will be made when the final accounting is presented, as per your request.

Thanking you for your cooperation in this matter, we are

Yours very truly,

CITY OF BROOKINGS

[illegible]
City Water Superintendent

RWR/c

"The Home of Winter Flowers"

FORM E-30[illegible]—50M—11-55—60223

Swanson

# OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Roseburg, Oregon
December 11, 1956

SUBJECT:

To: ~~Tom Edwards~~
~~Construction Engineer~~
~~Salem~~

L

In checking the Semi-Final of the Pioneer Road and Easy Street Project, Brookings City Streets, Contract No. 4793, it is found that the project has been over-run $175.12.

I am, however, advised that the City officials requested some additional sidewalk and some work behind the sewer and water lines on those streets and that they are sending in a letter advising that the extra work was done at their request and that they have the money to pay for it.

L. R. Chandler
Ass't Division Engineer

LRC/se
encl.

RECEIVED
DEC 11 1956
ENGINEER
C[illegible]NS

RECEIVED
[illegible] 1956
OFFICE OF
CONSTRUCTION ENGINEER

NOTED
JOHN D. GRAHAM

RECEIVED
DEC 3 1956
FOR FILING

308-1163

4743

November 30, 1956

Rodgers Insurance Agency, Inc.
803 Title & Trust Bldg.
Portland 4, Oregon

Gentlemen:

It is the intention of the State Highway Commission to release to Warren Northwest, Inc. a portion of the funds heretofore retained by the Commission on contract No. 4743, for grading and paving on the Brookings (Pioneer Road & Easy Street) City Streets Section in Curry County.

This payment in the amount of $16,044.44 reduces the retained percentage to 3% of the total amount earned by the contractor, or the sum of $874.18. The present payment will be released on or after December 10, 1956.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

Very truly yours

H. B. Glaisyer, Secretary
OREGON STATE HIGHWAY COMMISSION

By

Assistant Secretary

gl

cc: Federal Insurance Co.
Bonding Department
320 California St.
San Francisco 4, Calif.

NOTED ON CARD

gl

RECEIVED
NOV 20 1956
FOR FILING

308-1703

4743

TM

November 19, 1956

Request for extension of time
No. 4
December 17 and 18 meeting

Oregon State Highway Commission

Gentlemen:

Herewith is a request from Warren Northwest, Inc. for an extension of time on the Brookings City Streets, contract No. 4743, from October 15, 1956 to December 1, 1956.

The City of Brookings awarded a contract for sewer installation at the same time as this project was awarded. In order that the pavement not be torn up by the sewer contractor, it was requested that the contractor delay this project until the sewer installation was completed. As soon as the sewer contractor was out of the way our contractor then completed the project in an excellent shape.

This project was actually completed on November 3, 1956, and I recommend that the extension be granted to and including that date, without penalty.

Very truly yours,

W. C. Williams
State Highway Engineer

Encl.
cc Mr. Tom Edwards

EAP:of hi

Form E-1—10M—10-55

A

O EGON STATE HIGHWAY DEPARTM T

# Field Engineer's Weekly Report

308-1703

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending November 2 19 56

Section Brookings ( Pioneer Rd. Easy St. )

Kind of work Grading and Paving

Highway Oregon Coast

Section prefix 308-1703

Contractor Warren Norehwest, Inc.

Contract number 4743

Date of contract June 16, 19 56

Date of completion October 15, 19 56

Date work started June 26, 19 56

Estimated date of completion Nov 3, 19 56

Project authorization $ 31,639.26

Exclusive of Engineering $ 26,389.37

Per cent of time elapsed 115.10 %

Estimated cost of completed project, exclusive of engineering $ 26,389.37 ~~100x~~

Estimated per cent overrun or underrun 0 %

Per cent of contract completed, based on total contract price 100 %

Engineering authorization $ 2,249.91

Engineering cost to date $ 2.112.57, 93.90 %

Date project was completed 11-3-56, 19

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Contractor has completed project.

NOTED
TOM EDWARDS

NOTED
L. H. Young

NOTED
D. J. BARBEE

NOTED
FORREST COOPER

RECEIVED
NOV 5 1956
OFFICE OF
CONSTRUCTION ENGINEER

Signed J. W. Barnhart

Address Box 551, Gold Beach, Oregon

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

State Printing 88712

| | GRADING | SURFACING | MAIN ANCE MATERIALS | OIL AND BITUMINOUS MACADAM | PAVING |
|---|---|---|---|---|---|
| Miles in project | 0.29 | 0.29 | | | 0.29 |
| Miles partially completed | | | | | |
| Miles completed | 0.29 | 0.29 | | | 0.29 |
| Total estimated quantities (contract) | 3200 | 3400 | | | 1000 |
| Total quantities corrected to date | 2947 | 3400 | | | 1150 |
| Estimated quantities moved or placed to date | 2947 | 3200 | | | |
| Average daily quantities | | | | | |
| Average daily quantities necessary to complete project on time | | | | | |
| Number shifts per day | 6 | | | | |
| Hours per shift | 8 | | | | |
| Average force on project for week | 6 | | | | |

| | |
|---|---|
| Men | 5 |
| Supervision | 1 |
| Men and trucks under 3 tons | |
| Men and trucks over 3 tons | |
| Men and tractors | |

Equipment used during week: Shovels ........, Power graders ........, Rollers........, Mixers ........, Crushing or screening plants ........
Compressors ..........., Bulldozers ..........., Compaction rollers ..........., . . . . ..........., . . . . ..........., . . . . ...........

| | WEATHER | HRS. DELAY | CAUSE OF DELAY |
|---|---|---|---|
| Sunday | Rain | | |
| Monday | Rain | | |
| Tuesday | Rain | | |
| Wednesday | Rain | | |
| Thursday | Cloudy | | |
| Friday | Fair | | |
| Saturday | Fair | | |

RECEIVED
JUL 12 1956
FOR FILING

308-1702

171

July 12, 1956

Warren Northwest, Inc.
P. O. Box 5072
Portland, Oregon

Gentlemen:

We enclose herewith for your files a fully executed copy of contract No. 4743 awarded to you by the State Highway Commission, covering the Brookings (Pioneer Road & Easy St.) City Streets Section in Curry County.

We are also sending a copy of this contract to the surety on your performance bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encl.

RECEIVED
JUN 28 1956
FOR FILING

5A8-17-3

4743

June 19, 1956

Warren Northwest, Inc.
P. O. Box 5072
Portland, Oregon

Gentlemen:

The State Highway Commission on June 4, 1956 accepted your proposal for grading and paving Pioneer Road and Easy Street in Brookings, Curry County, for the sum of $28,023.80 and referred it to the State Highway Engineer with authority to award the contract to you as soon as certain conditions had been fulfilled. This note is to inform you that such conditions have now been satisfied and that the State Highway Engineer today awarded you the contract in conformity with the Commission's authorization. This project has been assigned Contract No. 4743.

Contract forms are now being prepared in this office and will be mailed to you shortly for execution.

This confirms my wire to you of this date.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

jmc

cc: Pacific Builder & Engineer, Inc.
2418 Third Avenue
Seattle 1, Washington

Attn: Dorothy McCormack

R. G. Savage (SIAC)
Forrest Cooper
S. H. Probert

NOTED
J. Mc C.

| | |
|---|---|
| DOMESTIC SERVICE<br>Check the class of service desired; otherwise this message will be sent as a fast telegram | |
| TELEGRAM | |
| DAY LETTER | |
| NIGHT LETTER | |

$
S
E

# WESTERN UNION TELEGRAM

W. P. MARSHALL, PRESIDENT

1206 (4-55)

| | |
|---|---|
| INTERNATIONAL SERVICE<br>Check the class of service desired; otherwise the message will be sent at the full rate | |
| FULL RATE | |
| LETTER TELEGRAM | |
| SHORE SHIP | |

| NO. WDS.-CL. OF SVC. | PD. OR COLL. | CASH NO. | CHARGE TO THE ACCOUNT OF | TIME FILED |
|---|---|---|---|---|
| | | | | |

Send the following message, subject to the terms on back hereof, which are hereby agreed to

June 19, 1956
11:45 a. m.

Warren Northwest, Inc.
Portland, Oregon

Contract for Brookings (Pioneer Road & Easy St.) Paving Project, Curry County, for which you submitted low bid on June 4, 1956 awarded you today. Contract forms follow shortly.

H. B. Glaisyer, Secretary
OREGON STATE HIGHWAY COMMISSION

cc: Accounting (5003-900)
C. W. Head
Files

| |
|---|
| Special Backfill in Drains |
| Concrete Catch Basins |
| Concrete Manholes |
| Concrete in Islands |
| Concrete Curbs |
| Concrete Walks |
| Coarse Crushed Materia |
| ¾"-0 Material in Base |
| Sprinkling |
| Asphaltic Concrete Mixt |
| 85-100 Asphalt in Mixtur |
| |
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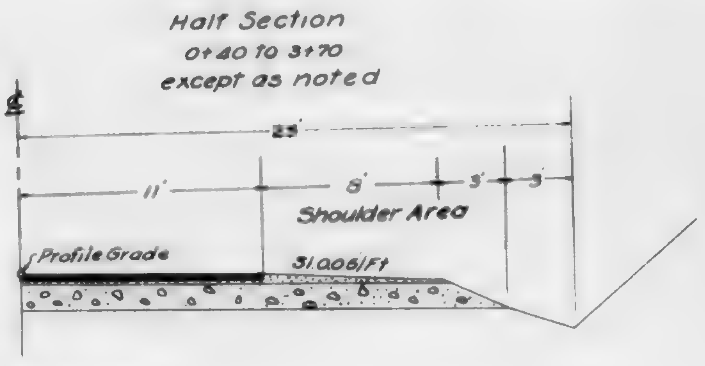
| |



etails Not Shown
on Above

STREET
Sta. 3+70

| OREGON STATE HIGHWAY DEPARTMENT<br>BROOKINGS (PIONEER RD & EASY ST.) SECTION<br>CITY STREETS - GRADING AND PAVING<br>CURRY COUNTY | | | | SHEET No. 1 |
|---|---|---|---|---|
| FED. ROAD Div. No. | STATE | PROJECT NUMBER | DATE | TOTAL SHEETS |
| 8 | OREGON | | APRIL 1956 | See Index |

## INDEX OF SHEETS

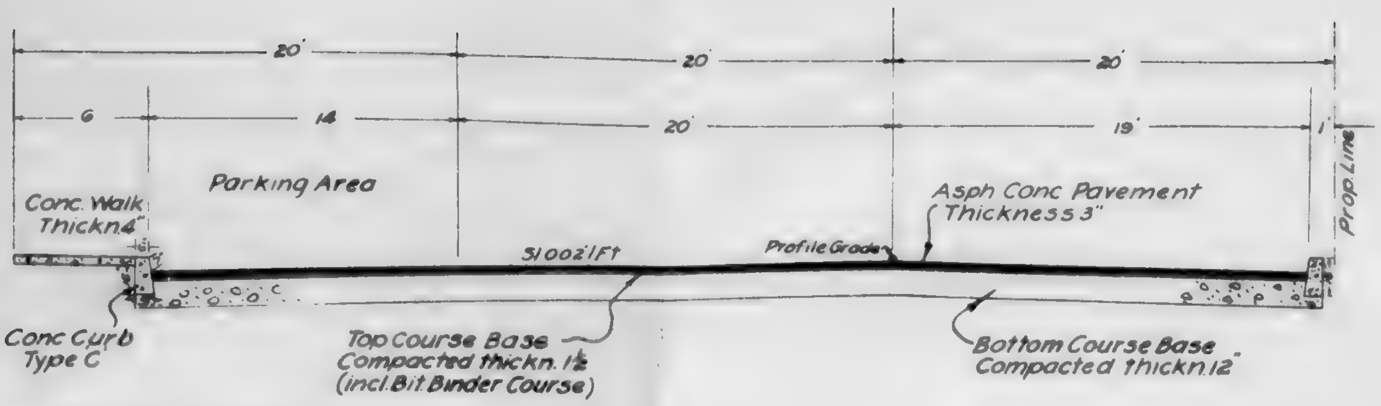
| SHEET NO. | DESCRIPTION |
|---|---|
| 1 | Sketch Map, Typ. Secs, & Summary |
| 2 | Plan & Profile |

Drg No

2050 Misc Details
2077

Readv. June 1956

# TYPICAL SECTIONS

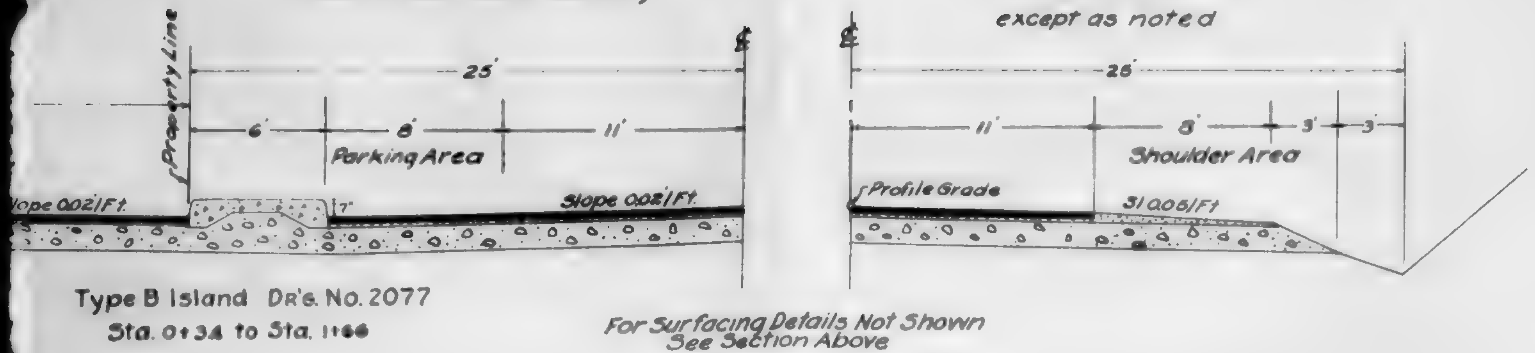

20'
20'
20'
6
14
20'
19'
1'
Prop Line
Parking Area
Conc. Walk Thickn. 4"
Asph Conc Pavement Thickness 3"
Profile Grade
Sl 0.02'/Ft
Conc Curb Type C
Top Course Base Compacted thickn. 1½ (incl. Bit. Binder Course)
Bottom Course Base Compacted thickn. 12"

## PIONEER ROAD

Sta. 0+00 to Sta. 7+00

Half Section
0+40 to 2+30 South Side Only

Half Section
0+40 to 3+70
except as noted



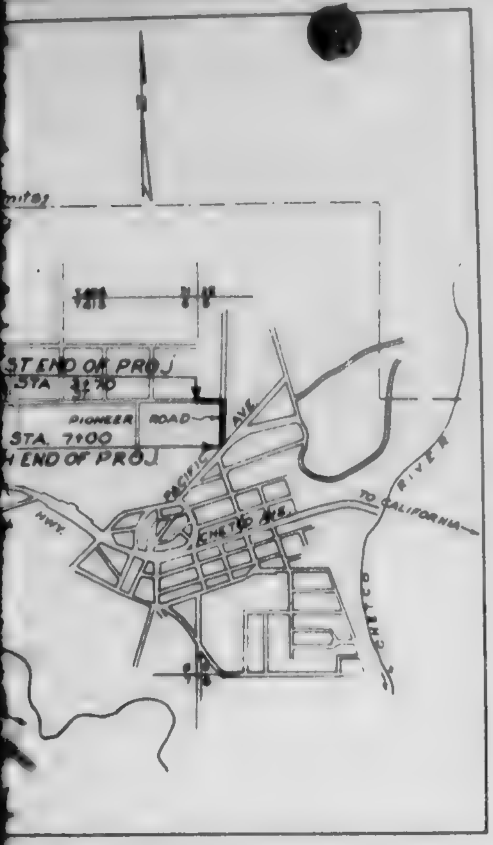
Type B Island DR'G. No. 2077
Sta. 0+34 to Sta. 1+66

For Surfacing Details Not Shown
See Section Above

KING AREA
a. 2+30

## EASY STREET

Sta. 0+40 to Sta. 3+70

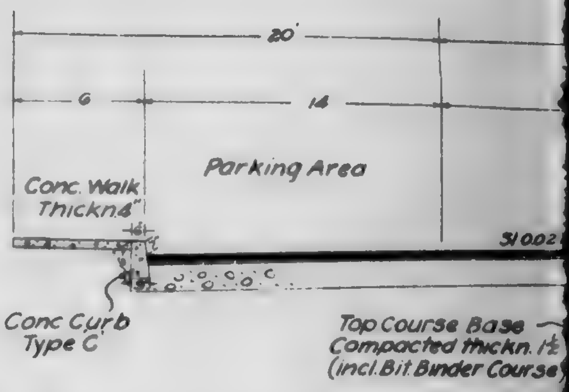


## SUMMARY

Length of Project 0.198 Mile

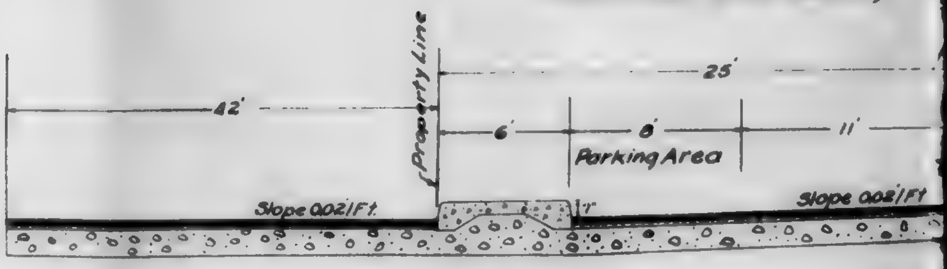
| | UNIT | NET QUANTITY | ALLOWANCE | TOTAL | SEGREGATION OF QUANTITIES | |
|---|---|---|---|---|---|---|
| | | | | | CITY PROJECT | SCHOOL PROJECT |
| | Cu.Yd | 424 | 46 | 470 | 460 | 10 |
| | " " | 2,913 | 287 | 3,200 | 2,600 | 600 |
| | Lin Ft. | 173 | 27 | 200 | 160 | 40 |
| | " " | 368 | 32 | 400 | 400 | |
| | " " | 240 | 20 | 260 | 260 | |
| Uncoated | " " | 50 | 10 | 60 | 60 | |
| | Cu Yd | 4 | 1 | 5 | 5 | |
| | One | 5 | 1 | 6 | 5 | 1 |
| | " | 1 | | 1 | 1 | |
| | Cu.Yd | 21 | 2 | 23 | | 23 |
| | " " | 36 | 4 | 40 | 20 | 20 |
| | Sq.Yd. | 338 | 32 | 370 | | 370 |
| | Cu.Yd. | 2,756 | 244 | 3,000 | 2,080 | 920 |
| | " " | 361 | 39 | 400 | 280 | 120 |
| | M-Gal. | 77 | 13 | 90 | 64 | 26 |
| | Ton | 948 | 52 | 1,000 | 660 | 340 |
| | " | 57 | 3 | 60 | 40 | 20 |
| | | | | | | |
| | | | | | | |
| | | | | | | |

## TYPICA


20'
6
14
Parking Area
Conc. Walk Thickn 4"
31002
Conc Curb Type C
Top Course Base Compacted thickn. 1½
(incl. Bit Binder Course)

PI
Sta

Half Section
0+40 to 2+30 South Side Only

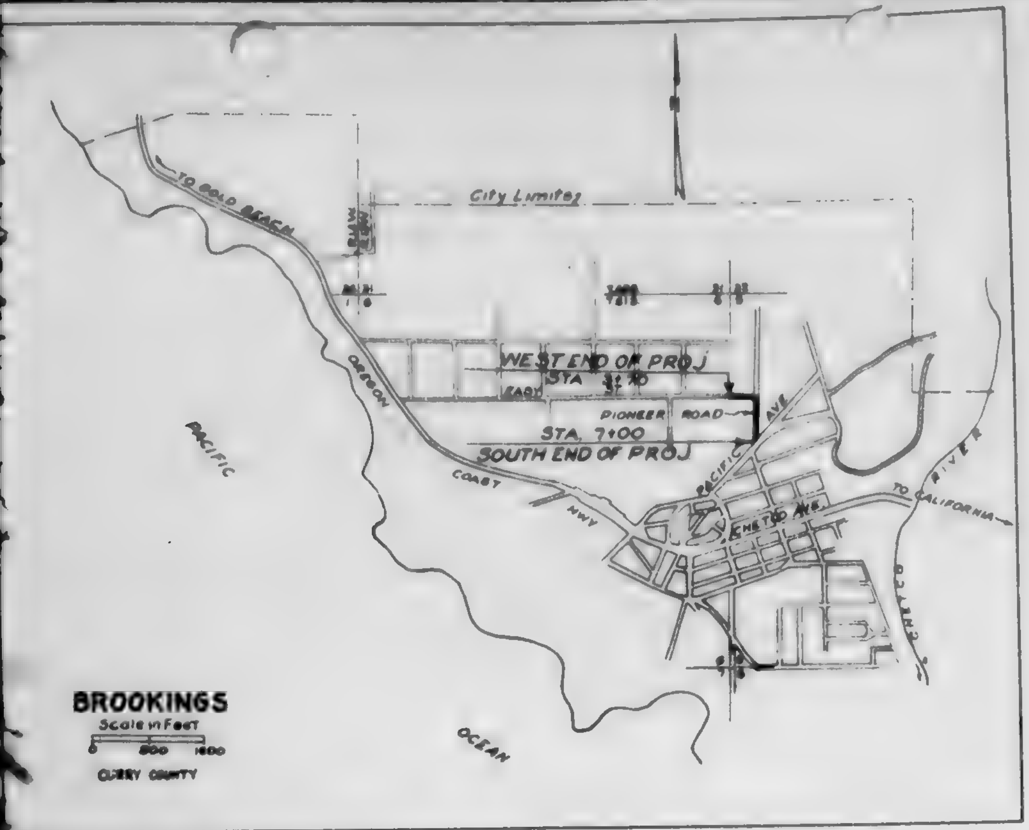


Type B Island Dr'g. No. 2077
Sta. 0+34 to Sta. 1+66

For Surfa
See

SCHOOL BUS PARKING AREA
Sta. 0+40 to Sta. 2+30

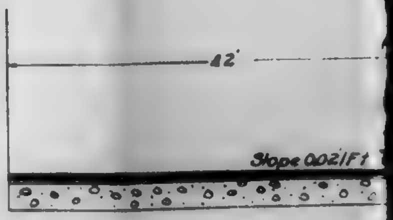
EA
Sta. 0



## SUMMARY

*Length of Project 0.198 Mile*

| ITEM | UNIT | NET QUANTITY | ALLOWANCE | TOTAL | SEGREGATION OF QUANTITIES | |
|---|---|---|---|---|---|---|
| | | | | | CITY PROJECT | SCHOOL PROJECT |
| *Drainage Excavation, Unclassified* | Cu.Yd | 424 | 46 | 470 | 460 | 10 |
| *General Excavation, Unclassified* | " " | 2,913 | 287 | 3,200 | 2,600 | 600 |
| *12-inch Sewer Pipe* | Lin Ft. | 173 | 27 | 200 | 160 | 40 |
| *24-inch Reinforced Sewer Pipe* | " " | 368 | 32 | 400 | 400 | |
| *30-inch " " "* | " " | 240 | 20 | 260 | 260 | |
| *8-inch Perforated Metal Drain Pipe, Uncoated* | " " | 50 | 10 | 60 | 60 | |
| *Special Backfill in Drains* | Cu Yd | 4 | 1 | 5 | 5 | |
| *Concrete Catch Basins* | One | 5 | 1 | 6 | 5 | 1 |
| *Concrete Manholes* | " | 1 | | 1 | 1 | |
| *Concrete in Islands* | Cu Yd | 21 | 2 | 23 | | 23 |
| *Concrete Curbs* | " " | 36 | 4 | 40 | 20 | 20 |
| *Concrete Walks* | Sq.Yd. | 338 | 32 | 370 | | 370 |
| *Coarse Crushed Material in Base* | Cu.Yd. | 2,756 | 244 | 3,000 | 2,080 | 920 |
| *¾"-0 Material in Base* | " " | 361 | 39 | 400 | 280 | 120 |
| *Sprinkling* | M-Gal. | 77 | 13 | 90 | 64 | 26 |
| *Asphaltic Concrete Mixture* | Ton | 948 | 52 | 1,000 | 660 | 340 |
| *85-100 Asphalt in Mixture* | " | 57 | 3 | 60 | 40 | 20 |
| | | | | | | |
| | | | | | | |
| | | | | | | |



Type
St

**SCHOOL BUS PARKING AR**
Sta. 0+40 to Sta. 2+30

RECEIVED
JUN 21 1956
FOR FILING

FORM 830—50M—3-55—82966
SCA-17
424

**OREGON STATE HIGHWAY DEPARTMENT**

**INTER-DEPARTMENT CORRESPONDENCE**

Salem, Oregon
June 18, 1956

**SUBJECT:** Special City Allotment Project (1956)
BROOKINGS

To: Mr. G. S. Paxson
OFFICE

We have received this date Brookings' advance deposit of $17,350 which represents the city's share of the estimated total cost of the Special City Allotment project on Pioneer Road and Easy Street.

This project is now clear for award of a contract.

John D. Graham
John D. Graham
Office Engr., County & City Relations

NOTED
G. S. PAXSON

JDG:mm

cc: Mr. S. H. Probert

RECEIVED
JUN 18 1956
OFFICE OF
STATE HIGHWAY ENGINEER

NOTED
Harold C. Ayers

NOTED
J. W. CATTRALL

June 6, 1956

Mrs. Mae D. Smith
City Recorder
Brookings, Oregon

[illegible]
J. F. [illegible]

Dear Madam:

On June 4, 1956 the State Highway Commission received bids on the grading and paving of Pioneer Road and Easy Street in Brookings. The low bid was submitted by Warren Northwest Inc., and the revised estimate based on this bid is as follows:

| | |
|---|---|
| Contract Items | $28,023.80 |
| Flagging | 100.00 |
| Engineering & Contingencies | 3,515.48 |
| Survey | 750.00 |
| Total...... | $32,389.28 |

As per the agreement between the City and State, the City is to pay all costs in excess of $15,000 and is to make this payment by means of an advance deposit. If the City wishes to proceed with the project an advance deposit of $17,350 is required. Please make this deposit by means of a check made payable to the Oregon State Highway Commission.

Your immediate attention to this matter will be appreciated as a contract cannot be awarded until this advance deposit is in our hands.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

John W. Cattrall
Engineer, County and City Relations

HCA:mm

April 30, 1956

NOTED
Harold C. Ayers

Mrs. Mae D. Smith
City Recorder
Brookings, Oregon

NOTED
J. W. CATTRALL

Dear Madam:

On April 26, 1956, the State Highway Commission rejected all bids on the proposed construction projects in Brookings as being too high.

It is possible that you may have noted that the bid on Pioneer Road and Easy Street was within the estimate; however, the contractor had qualified his bid as being unwilling to accept the project on the city streets unless his bid on the North Brookings section was acceptable. As his bid on the North Brookings section was not acceptable, all bids were rejected.

It is planned to readvertise the project for the June 4-5 contract letting.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

John W. Cattrall
Engineer, County and City Relations

HCA:mm

RECEIVED
APR 26 1956
FOR FILING

April 25, 1956

Mae D. Smith, City Recorder
City Hall
Brookings, Oregon

Dear Madam:

We are enclosing herewith for the records and files of your City a fully executed copy of an agreement between the State Highway Commission and the City of Brookings covering the Special City Allotment project on pioneer Road and Easy Street in the City of Brookings.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

rn
Enc. 1

RECEIVED
APR 30 1956
FOR FILING

308-1703

4743

file

#15

Salem, Oregon
April 25, 1956

$250,000 Fund Agreement (1956)
City of Brookings

Brookings

Mr. John W. Cattrall
City & County Relations Engineer
Office

Attached hereto is a conformed copy of an agreement with the City of Brookings covering the Special City Allotment project on Pioneer Road and Easy Street in the city of Brookings.

A fully executed copy of the above agreement has been retained in this office for the Commission's files and one fully executed copy has been sent to the City Recorder, Brookings Oregon.

Secretary

rn
Attach: 1

FORM E30—50M—11-55—90224

# OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
April 18, 1956

SUBJECT: $250,000 Fund Agreement (1956)
City of Brookings

To: Mr. G. S. Paxson
OFFICE

Attached are three copies of an agreement covering the Special City Allotment project on Pioneer Road and Easy Street in the city of Brookings.

Two copies of the agreement have been executed by the city and are now ready for presentation to the Highway Commission.

This project was approved by the Highway Commission on December 19, 1956.

John D. Graham
John D. Graham
Office Engr., County and City Relations

JDG:mm
Att.

For Commission Action

APPROVED
G S Paxson
ASST. STATE HIGHWAY ENGINEER
Date Apr 19, 1956

AUTHORIZED BY HIGHWAY COMMISSION
DATE 12-19-55 Minute Page 32
Floyd Query
Secretary

RECEIVED
APR 17 1956
OFFICE OF
STATE HIGHWAY ENGINEER

BYRON L. BRIMM
Mayor

C. F. CAMPBELL
CLIVE D. MANLEY
EARL BREUER
JAMES R. YELTON
Councilmen

EDW. F. ACKLEY
City Attorney

# CITY OF BROOKINGS

BROOKINGS, OREGON

MAE D. SMITH
City Recorder

RALPH W. REED
City Work Superintendent

BUD CROSS
Chief of Police

HANS G. NELSON
Municipal Judge

VAL MENDENHALL, Jr.
Fire Chief

D. A. MARTIN
City Engineer

April 13, 1956

Mr. John W. Cattrall, Engineer
County and City Relations
Oregon State Highway Department
Salem, Oregon

Dear Sir:

Attached hereto are three copies of the Agreement pertaining to that improvement to be done by your department in the City of Brookings on Pioneer Road from Pacific Avenue and Easy Street from Pioneer Road, as described in the agreement.

Also attached are two copies of Ordinance No. 87 which will comply with your request and authorize the Mayor and City Recorder to sign the above-mentioned agreements.

Please advise us of the exact date and amount of money which must be transmitted to your office to cover this agreement.

Trusting the enclosures will be found satisfactory, we are

Yours very truly,

CITY OF BROOKINGS

By Mae D Smith.
Mae D. Smith
City Recorder

r/c
Encs.

RECEIVED
APR 16 1956
[illegible]

ORDINANCE NO. 82

AN ORDINANCE PROVIDING FOR A FORM OF AGREEMENT BY AND BETWEEN THE CITY OF BROOKINGS, OREGON, AND THE STATE OF OREGON ACTING BY AND THROUGH ITS STATE HIGHWAY COMMISSION, FOR THE IMPROVEMENT OF PIONEER ROAD FROM PACIFIC AVENUE TO EASY STREET AND FOR THE IMPROVEMENT OF EASY STREET FROM PIONEER ROAD WESTERLY FOR APPROXIMATELY 335 FEET, IN ALL A DISTANCE OF APPROXIMATELY 0.20 MILE AND DECLARING AN EMERGENCY.

The City of Brookings does ordain as follows:

WHEREAS the City of Brookings has heretofore made an application to the State of Oregon, through its Highway Commission, for assistance in repair or reconstructing under the provisions of 366.800 and 366.805 O R S, and

WHEREAS the State Highway Commission has accepted said application for the improvement of Pioneer Road from Pacific Avenue to Easy Street and Easy Street from Pioneer Road westerly for approximately 335 feet, a distance of 0.20 mile, and

WHEREAS in the form of an agreement prepared by the State Highway Commission, a copy whereof marked "Exhibit A" is attached hereto and by this reference made a part hereof, the State Highway Commission has agreed to pay the cost of the project up to $15,000.00 and the City of Brookings to pay all cost in excess of $15,000.00 and

WHEREAS it is necessary that said improvement be made in the Spring and Summer of 1966 and, to such effect, the State Highway Commission can not award a contract for said improvement until the aforesaid agreement "Exhibit A" has been executed by the City of Brookings, now therefore:

SECTION 1. The aforesaid agreement, attached hereto as Exhibit A, by and between the City of Brookings and the State of Oregon acting by and through its Highway Commission, is hereby approved and accepted as submitted and set forth in this ordinance No. 82.

SECTION 2. The Mayor and Recorder are hereby authorized and directed to execute said agreement as set forth herein as Exhibit A in triplicate and after executing the same to deliver the same to the State Highway Commission of the State of Oregon for execution by said Commission.

SECTION 3. It is hereby adjudged and declare that existing conditions are such that this ordinance is necessary for the immediate preservation of the public peace, health and safety of the City of Brookings, Oregon, and that ~~xx~~ an emergency is hereby declared to exist, and this ordinance shall take effect and be in full force and effect from and after its passage.

Read by title and in full this 12 day of April 1956.

Read second time by title this 12 day of April 1956.

Read a third time by title and passed by the Council this 12 day of April 1956.

Authenticated this 12 day of April 1956.

Byron L. [illegible]
Mayor

Passed by the Council April 12 1956.

Mae D Smith
Recorder.

NOTED
J. W. CATTRALL

April 4, 1956

Mrs. Mae D. Smith
City Recorder
Brookings, Oregon

Dear Madam:

The State Highway Commission plans to call for bids at its April meeting for the construction project on Pioneer Road and Easy Street in Brookings. Enclosed are three copies of an agreement covering this project. The agreement is in accordance with the Special City Allotment project as requested by the City and approved by the State Highway Commission.

Will you please have the City Council pass an ordinance similar to the attached example authorizing the Mayor and Recorder to sign the enclosed agreement. Please include a copy of this ordinance with the signed copies of the agreement.

As the contract cannot be awarded until the signed agreement is in our hands, will you please have the City Council pass the ordinance and agreement, have the Mayor and Recorder sign the attached copies of the agreement, with their signatures attested by a third party, stamp with the City seal, and return all three copies, with ordinance attached, to this office as soon as possible. After signature by the State Highway Commission a fully executed copy will be returned for the City's records.

Very truly yours,

R. H. Baldock
State Highway Engineer

By: John W. Cattrall
Engineer, County and City Relations

HCA:mm
Att.

NOTED
Harold G. Ayers

April 4, 1956

Mr. Ralph W. Reed
City Works Superintendent
Brookings, Oregon

Dear Sir:

The plans and engineering estimate are now prepared and we are sending you a copy of the plan marked "Preliminary" and an estimated cost breakdown showing the City and School Board share of the cost.

At a City Council meeting on March 27, 1956, Mr. H. C. Ayers of this office advised you that all financial arrangements regarding the work for the School Board would be between the City and the School Board, and that the City should furnish the State all funds in excess of $15,000 (to be furnished by the State) for the entire construction project as shown in the plans.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

John W. Cattrall
Engineer, County and City Relations

HCA:mm
Encl.

NOTED
V. R. JONES

BROOKINGS
PRELIMINARY ESTIMATE
PIONEER ROAD AND EASY STREET

4/3/56

| | | | | | |
|---|---|---|---|---|---|
| 1. | Drainage Excavation | 470 | c.y. | $ 3.00 | $ 1,410.00 |
| 2. | General Excavation | 3200 | c.y. | 1.00 | 3,200.00 |
| 3. | 12" Sewer Pipe | 200 | l.f. | 2.50 | 500.00 |
| 4. | 24" Reinforced Concrete Pipe | 400 | l.f. | 5.00 | 2,000.00 |
| 5. | 30" " " " | 260 | l.f. | 6.00 | 1,560.00 |
| 6. | 8" Perforated Pipe | 60 | l.f. | 3.00 | 180.00 |
| 7. | Backfill in Drains | 5 | c.y. | 6.00 | 30.00 |
| 8. | Concrete catch basins | 6 | only | 85.00 | 510.00 |
| 9. | Concrete Manholes | 1 | only | 275.00 | 275.00 |
| 10. | Concrete in Island | 23 | c.y. | 45.00 | 1,035.00 |
| 11. | Concrete Curbs | 40 | c.y. | 50.00 | 2,000.00 |
| 12. | Concrete Walks | 370 | sq. y. | 4.50 | 1,665.00 |
| 13. | Coarse Crushed Material in Base | 3000 | c.y. | 2.50 | 7,500.00 |
| 14. | 3/4"-0 in Base | 400 | c.y. | 3.00 | 1,200.00 |
| 15. | Sprinkling | 90 | M/gal. | 3.00 | 270.00 |
| 16. | Asphaltic Concrete Mixture | 1000 | tons | 6.00 | 6,000.00 |
| 17. | 85-100 Asphalt in Mix | 60 | tons | 32.00 | 1,920.00 |

Estimate of Construction Cost......... $31,255.00
Flagging.............................. 100.00

$31,355.00
12-1/2% Engineering & Contingencies... 3,945.00
Survey................................ 750.00

TOTAL $36,050.00

HCA:mm

**BROOKINGS**
**PRELIMINARY ESTIMATE**
**PIONEER ROAD AND EASY STREET**
(Showing Costs for City and School Board)

4/3/56

| Item | City | School Board |
|---|---|---|
| 1. | $ 1,380.00 | $ 30.00 |
| 2. | 2,600.00 | 600.00 |
| 3. | 400.00 | 100.00 |
| 4. | 2,000.00 | -- |
| 5. | 1,560.00 | -- |
| 6. | 180.00 | -- |
| 7. | 30.00 | -- |
| 8. | 425.00 | 85.00 |
| 9. | 275.00 | -- |
| 10. | -- | 1,035.00 |
| 11. | 1,000.00 | 1,000.00 |
| 12. | -- | 1,665.00 |
| 13. | 5,200.00 | 2,300.00 |
| 14. | 840.00 | 360.00 |
| 15. | 192.00 | 78.00 |
| 16. | 3,960.00 | 2,040.00 |
| 17. | 1,280.00 | 640.00 |
| **Estimate of Const. Cost** | $21,322.00 | $ 9,933.00 |
| **Flagging** ............. | 100.00 | -- |
| | $21,422.00 | $ 9,933.00 |
| 12-1/2% Eng. & Cont.... | 2,678.00 | 1,267.00 |
| Survey................ | 375.00 | 375.00 |
| **TOTAL** | $24,475.00 | $11,575.00 |

**HCA:mm**

Form E-106—10M—3-33
State Printing [illegible]

Job No. ....................

Sheet ........ of ........ Sheets

# OREGON STATE HIGHWAY DEPARTMENT

Calculations for Brookings

Made by ...................., 19.... Checked by ...................., 19...... Backchecked by ...................., 19......

Length of Project 0.198 Mile

| ITEM | UNIT | NET QUANTITY | ALLOWANCE | TOTAL | SEGREGATION OF QUANTITIES | |
|---|---|---|---|---|---|---|
| | | | | | CITY PROJECT | ST. HWY. PROJECT |
| Drainage Excavation, Unclassified | Cu. yd. | 424 | 46 | 470 | 460 | 10 |
| General Excavation, Unclassified | " " | 2,913 | 287 | 3,200 | 2,600 | 600 |
| 12-inch Sewer Pipe | Lin. ft. | 173 | 27 | 200 | 160 | 40 |
| 24-inch Reinforced Sewer Pipe | " " | 368 | 32 | 400 | 400 | |
| 30-inch Reinforced Sewer Pipe | " " | 240 | 20 | 260 | 260 | |
| 8-inch Perforated Metal Drain Pipe, uncoated | " " | 50 | 10 | 60 | 60 | |
| Special Backfill in Drains | Cu. yd. | 4 | 1 | 5 | 5 | |
| Concrete Catch Basins | One | 5 | 1 | 6 | 5 | 1 |
| Concrete Manholes | " | 1 | | 1 | 1 | |
| Concrete in Islands | Cu. yd. | 21 | 2 | 23 | | 23 |
| Concrete Curbs | " " | 36 | 4 | 40 | 20 | 20 |
| Concrete Walks | Sq. yd. | 338 | 32 | 370 | | 370 |
| Coarse Crushed Material in Base | Cu. yd. | 2,752 | 248 | 3,000 | 2,080 | 920 |
| 3/4"-0 Material in Base | " " | 361 | 39 | 400 | 280 | 120 |
| Sprinkling | M-Gal. | 77 | 13 | 90 | 64 | 26 |
| Asphaltic Concrete Mixture | Ton | 948 | 52 | 1,000 | 660 | 340 |
| 85-100 Asphalt in Mixture | " | 57 | 3 | 60 | 40 | 20 |

Brookings

Pioneer Road + 300' of Easy

39' with type C curb. Pioneer
22' Pave of Easy
12' of base
3.7 ac.

Grading Basing ~~Paving~~ $11,106.
Paving 12,320.

23,426
15,000
8,426.

School Bd. Complete job $13,330..

8426
13,330.
$21,756.
750 Survey.
~~$22,256~~
$22,506.00

$37,506
13330
24,176
15000
$9,176

23426
13330
750
37,506

37500
15000
22500

FORM E-30X—30M—11-55—60225

NOTED
J. W. CATTRALL

## OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
March 28th, 1956

SUBJECT: City Project in Brookings

NOTED
Harold C. [illegible]

To: Frank Hall
V. G. O'Neil

There seems to be a somewhat drastic change in the character of the City project in Brookings. Therefore, it is suggested that when all of the data is available a check be made as to cost and clearance had from the County & City Relations Department as the estimate submitted by the Division Office does not appear to reflect the project to be constructed.

Forrest Cooper
Forrest Cooper
Construction Engineer

FC:AR

cc to: J. W. Cattrall

NOTED
J. F. HAGEMANN

RECEIVED
MAR 29 1956

NOT[illegible]
Harold C. A[illegible]

NOTED
J. W. CATTRALL

Salem, Oregon
March 28, 1956

$250,000 Fund Project (1956)
City of Brookings

Mr. Forrest Cooper
OFFICE

[illegible]
J. F. [illegible]

I am returning herewith the plans and field data on the City Allotment project in Brookings.

At a Council meeting last night the city of Brookings decided to confine the project to the streets originally approved by the Highway Commission: that is, Pioneer Road from Pacific Avenue to Easy Street and Easy Street from Pioneer Road to Station 3+35. The Easy Street section is shorter than originally approved. The reduction in length has been requested by the city.

The project as originally approved calls for the city to grade, place curbs, drainage, and base rock and the state to place a leveling course and asphaltic concrete.

The city has now requested that we include in the contract, at their expense, the items that they agreed to do separately. The field data for this work has been prepared by the city engineer and will be available tomorrow morning.

The extra width on Pioneer Road and the bus loading area (areas shown shaded in red on plans) are at the request of School District 17C and will be at their expense. They are making their arrangements through the city and we will deal with the city only. The paving in this shaded area is non-participating insofar as the City Allotment funds are concerned and some provision should be made to determine the cost in order to make the final billing to the city.

John W. Cattrall
Engineer, County and City Relations

JWC:mm

cc: V. G. O'Neil
Frank Hall

NOTED

NOTED
Harold C. [illegible]

NOTED
J. W. CATTRALL

Salem, Oregon
March 28, 1956

$250,000 Fund Project (1956)
City of Brookings

Mr. Forrest Cooper
OFFICE

[illegible]
J. F. HAGEMANN

I am returning herewith the plans and field data on the City Allotment project in Brookings.

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The project as originally approved calls for the city to grade, place curbs, drainage, and base rock and the state to place a leveling course and asphaltic concrete.

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John W. Cattrall
Engineer, County and City Relations

JWC:mm

cc: V. G. O'Neil
Frank Hall

BYRON L. BRIMM
Mayor

C. F. CAMPBELL
CLIVE D. MANLEY
EARL BREUER
JAMES R. YELTON
Councilmen

EDW. F. ACKLEY
City Attorney

# CITY OF BROOKINGS

BROOKINGS, OREGON

MAE D. SMITH
City Recorder

RALPH W. REED
City Work Superintendent

BUD CROSS
Chief of Police

HANS G. NELSON
Municipal Judge

VAL MENDENHALL, Jr.
Fire Chief

D. A. MARTIN
City Engineer

March, 27, 1956.

Oregon State Highway Commisiion
Salem, Oregon.

Att: Mr. Harold Ayers.

Dear Mr. Ayers:

The City Council of the City of Brookings, in regular session on this date have agreed to pay all costs in excess of $15,000.00 for the complete job of grading, draining, placing of base rock, curbs and sidewalks as shown on the plans, these plans to include only that portion of Pioneer Road and 330 feet of Easy Street. This also includes 3 inches of asphalt paving.

Respectfully yours

Byron L. Brimm

City of Brookings
Byron L. Brimm, Mayor

December 22, 1955

Mrs. Mae D. Smith
City Recorder
Brookings, Oregon

NOTED
Harold C. Ayers

Dear Madam:

On December 19, 1955, the State Highway Commission approved a project on Pioneer Road and Easy Street as requested by the city, to be constructed from the 1956 Special City Allotment fund.

The project as approved is shown in the attached summary. You will be contacted at a later date to work out the details of the project and to negotiate an agreement.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

John W. Cattrall
Engineer, County and City Relations

HCA:mm
Att.

NOTED
J. W. CATTRALL

Brookings

Preliminary Estimate

Prairie Road from Pacific Avenue to Energy Street, Energy Street from Prairie Road [illegible] 0.10 mile, [illegible] 0.23 mile.

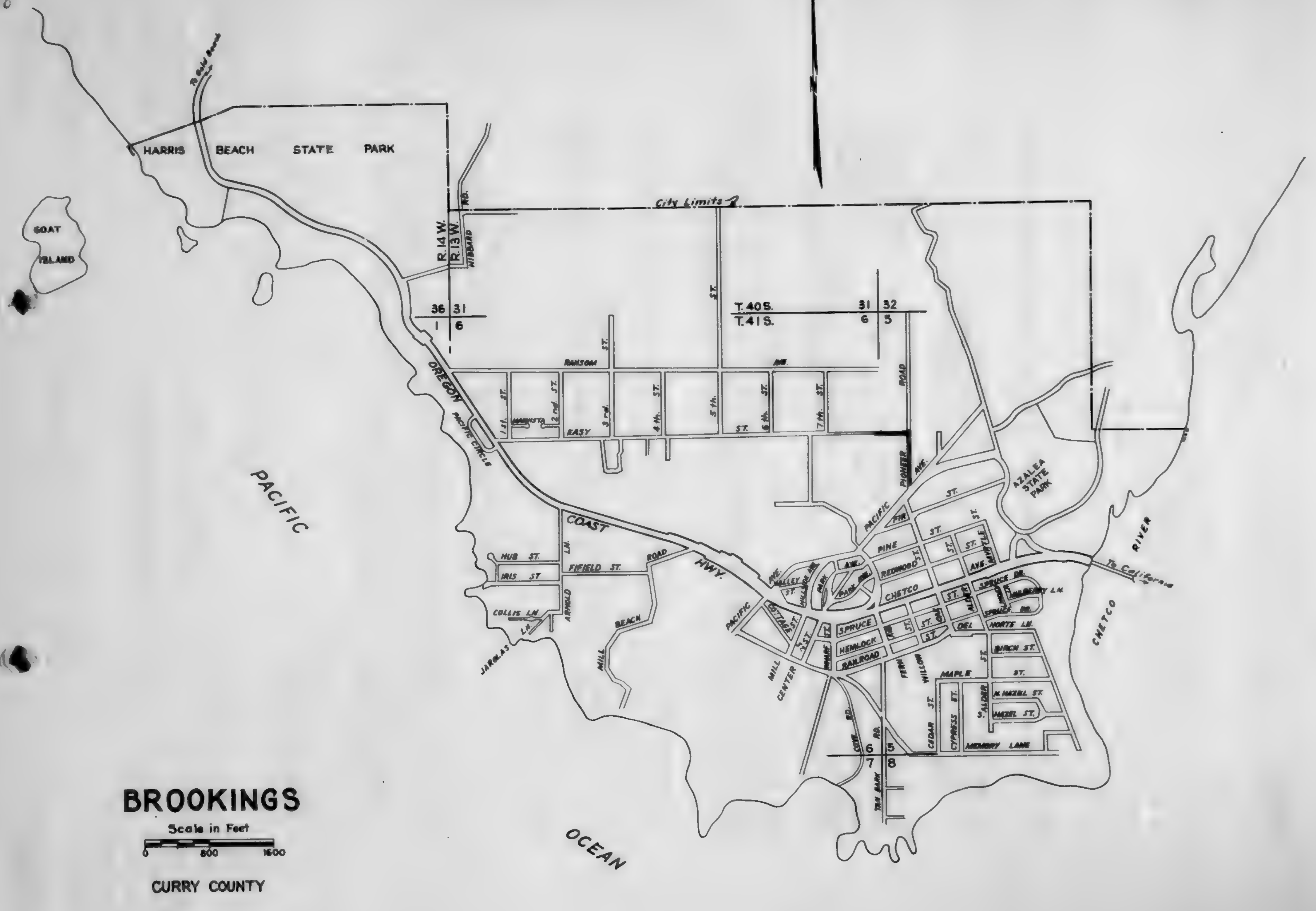
Plant mixed binder course and 3" asphaltic concrete pavement 40' width on Prairie Road 22' width on Energy Street.

| Item | Quantity | @ | Total |
|---|---|---|---|
| Preparation of base | 0.23 mile | $800.00 | $184.00 |
| 3/4"-0 in binder course | 525 cu yds | 4.00 | 2100.00 |
| Sprinkling | 15 M gal | 4.00 | 60.00 |
| 3/4"-0 in binder course | 65 cu yds | 6.00 | 390.00 |
| RC in binder course | 10 tons | 70.00 | 700.00 |
| Class "B" asphaltic concrete | 825 tons | 12.00 | 9900.00 |
| RS2 in seal coat | 6 tons | 70.00 | 420.00 |
| aggregate in seal coat | 20 cu yds | 6.00 | 120.00 |
| Preliminary Est. of Const. | | | $13,874.00 |
| 12½% Eng. & Cont. | | | 1734.22 |
| Surveying | | | 250.00 |
| Flagging | | | 200.00 |
| | | | $16058.22 |

Total Prelim. Est. $16,000
(City to grade, drain & place base rock for less the State's work)

3-27-56 City asked to have entire project contracted and City pay all costs in place of $15,000.

32


BROOKINGS
Scale in Feet
0
800
1600
CURRY COUNTY
PACIFIC
OCEAN
GOAT ISLAND
HARRIS BEACH STATE PARK
To Gold Beach
R.14 W.
R.13 W.
HIBBARD RD.
City Limits
36
31
1
6
T. 40 S.
T. 41 S.
31
32
6
5
OREGON
COAST
HWY.
PACIFIC CIRCLE
RANSOM AVE.
ST.
1st. ST.
MARINSTA
2nd. ST.
3rd.
EASY ST.
4th. ST.
5th.
6th. ST.
7th. ST.
PIONEER ROAD
PACIFIC AVE.
HUB ST.
IRIS ST
FIFIELD ST.
ARNOLD LN.
COLLIS LN.
JARGLAS LN.
MILL BEACH ROAD
VALLEY ST.
HILLSIDE AVE.
PARK AVE.
PARK DR.
PACIFIC
COTTAGE ST.
S. ST.
WHARF ST.
MILL
CENTER
SPRUCE
HEMLOCK
RAILROAD
FIR ST.
PINE ST.
REDWOOD ST.
CHETCO AVE.
ST.
MYRTLE
ST.
FIR
ST.
ST. OAK
ST.
ALDER
DEL NORTE LN.
SPRUCE DR.
SPRUCE DR.
MULBERRY LN.
BIRCH ST.
FERN
WILLOW
MAPLE ST.
ST.
N. HAZEL ST.
S. ALDER
HAZEL ST.
CEDAR ST.
CYPRESS ST.
MEMORY LANE
COVE RD.
TAN BARK RD.
6
5
7
8
AZALEA STATE PARK
CHETCO RIVER
To California

Feb. 17, [illegible]

32

BYRON L. BRIMM
Mayor

C. F. CAMPBELL
CLIVE D. MANLEY
EARL BREUER
JAMES R. YELTON
Councilmen

EDW. F. ACKLEY
City Attorney

# CITY OF BROOKINGS

BROOKINGS, OREGON

MAE D. SMITH
City Recorder

RALPH W. REED
City Work Superintendent

BUD CROSS
Chief of Police

HANS G. NELSON
Municipal Judge

VAL MENDENHALL, Jr.
Fire Chief

D. A. MARTIN
City Engineer

November 2, 1955

Oregon State Highway Department
Salem, Oregon

Attn: Mr. Harold C. Ayers, City Engineer

Re: Improvements on Pioneer Street and on
Easy Street in the City of Brookings

Dear Mr. Ayers:

This letter complies with your request during our conversation at the League of Oregon Cities meeting in Portland.

As was stated at that meeting, the City wishes to correct our letter of September 30, 1955, as follows:

It is agreed that the City of Brookings will do the grading, place the necessary base, curbs and gutters, and also put in the necessary drainage in the subject area and that the ~~City~~ State is to apply the seal coat and wearing surface as discussed.

You remember that the footage as set forth in the letter of September 30 is to be left to your discretion and that the pavement on Easy Street will go as far as the $15,000 to be furnished by the State will cover, but that the City will be willing to add as much as $1,000 to that amount, if necessary, to cover the needed area.

Mr. Martin is going to work on this project next week and it is expected that the engineering work should be ready for your office in the very near future.

Hoping that the above complies with the request that you made, we are,

Yours very truly,
City of Brookings

RECEIVED
NOV 4 1955
OREGON
STATE HIGHWAY COMMISSION

By
Ralph W. Reed

RWR/nvh

**BYRON L. BRIMM**
Mayor

**C. F. CAMPBELL**

**CLIVE D. MANLEY**

**EARL BREUER**

**JAMES R. YELTON**

Councilmen

**EDW. F. ACKLEY**
City Attorney

# CITY OF BROOKINGS

BROOKINGS, OREGON

**MAE D. SMITH**
City Recorder

**RALPH W. REED**
City Work Superintendent

**BUD CROSS**
Chief of Police

**HANS G. NELSON**
Municipal Judge

**VAL MENDENHALL, Jr.**
Fire Chief

**D. A. MARTIN**
City Engineer

September 30th 1955.

RECEIVED
OCT 3 - 1955

Oregon State Highway Department
Atte. Mr. Harold C. Ayers, Field Engineer,
County and City Relations,
Salem, Oregon.

Subject: Improvments on Pioneer Street and 1,800 feet
on Easy Street, in the City of Brookings.

Dear Mr. Ayers:

A resolution requesting assistance for the improvments on the Subject Street was passed by the City Council on June 14th 1955 and this resolution was fowarded to the State Highway Department.

NOTED
J. W. CAMPBELL

At a conference held on September 29th, with yourself, Mr. D.A.Martin and the writer and it was agreed that the City of Brookings would accept the following subject to the approval of the Mayor of the City of Brookings.

It was agreed that the City of Brookings will do the grading, place the necessary base, curbs and gutters and also put in the necessary drainage. It was also decided that the City of Brookings would make the necessary surveys and that the State Highway Department would use the total $15,000.00 for surfacing only.

By doing the work as outlined in the above paragraph, is was agreed that the City of Brookings would be able to do the amount of work needed on the Subject Streets.

The Mayor of the City of Brookings has approved this letter as shown by his signature below.

Thanking you for your interest in this improvment, we are,

Yours very truly,

City of Brookings,

Approved;

by Byron L Brimm
Bryon L. Brimm, Mayor.

by
Ralph W. Reed

CC-Inclosed
RWR-s

$250,000 - '56

# Brookings

Contacted Mayor Byron L Brimm & City Supt of Public Works Mr. Reed, who said they desired to have curbs and full width pavement on Pioneer Road, 22' or 24' foot Street on Easy Street.

The streets are in poor condition and are receiving excessive wear due to sudden heavy increase in population in the area and heavy & unusual industrial traffic.

The City has had a very heavy increase in population records show $1,250,000 in building permits in last 4 months - had over $3,000,000 in permits in 1954.

There is a large saw mill located on Easy Street and another on Ransom Ave., which generate very heavy traffic on both Pioneer Road and Easy Street.

These gentlemen stated that they have retained the services of Mr B. A. Martin as City Engineer and desired I contact him sometime in September, to go into detail re rebuilding project as to widths drainage etc.

H C Ayers

Believe we should recommend

10-10-55

Talked this project over with Tom Edwards & Morgan and they agreed, good & feasible and agreed as to the survey cost, as B.A. Martin would no doubt furnish all field work required.

HCA

# Brookings.

## Preliminary Estimate.

Pioneer Road from Pacific Ave. to Easy Street; Easy Street from Pioneer Road to 7th Street, a distance of approximately 0.36 mile

Place leveling course and 3" asphaltic concrete pavement 40' width on Pioneer Road; 22' width on Easy Street.

| | | | |
|---|---|---|---|
| Preparation of base | 0.36 mile | $800.00 | $288.00 |
| 3/4"-0 in leveling course | 675 cu yds | 4.00 | 2700.00 |
| Sprinkling | 20 m gal | 4.00 | 80.00 |
| 3/4"-0 in binder | 75 cu yds | 6.00 | 450.00 |
| RC 3 in binder | 13 tons | 60.00 | 780.00 |
| Class B asphaltic concrete | 1090 tons | 12.00 | 13080.00 |
| RS 2 ~~150-200~~ in seal coat | 8 tons | 60.00 | 480.00 |
| Aggregate in seal coat | 25 yds | 6.00 | 150.00 |
| | | | $18008.00 |
| | | | 2251.00 |
| | | | 380.00 |
| | | | $20639.00 |
| Flagging | | | 200.00 |
| | | | $20839.00 |

Curb [illegible] 5' 10'

Ord prepared

$21,000
15,000 State
$ 6,000 City

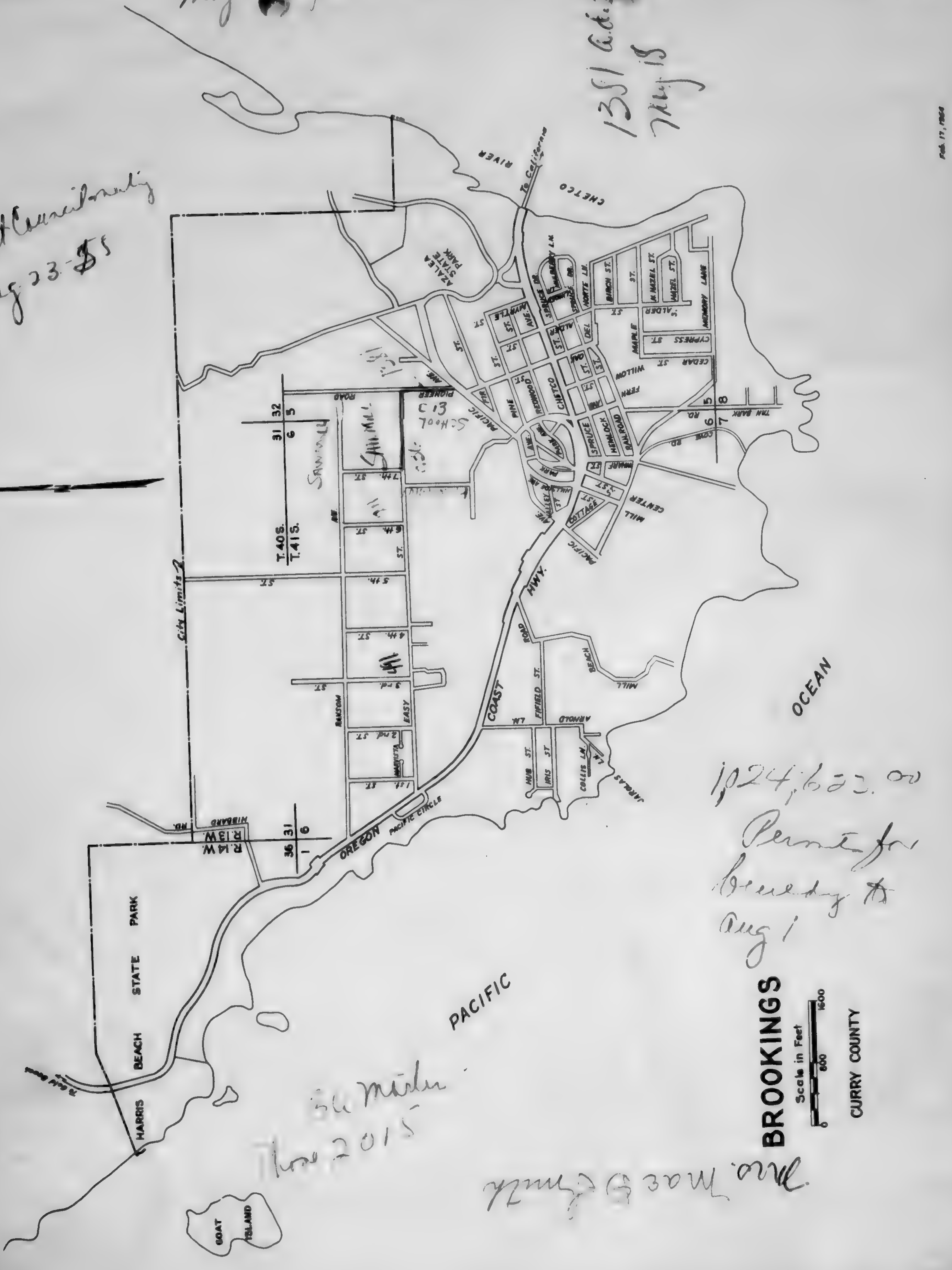
(City to Grade, drain & place base rock & in addition pay all cost of paving above 15,000

No 32

Mayor Byron L Brimm

1351 Act 7
May 15

Rept Councilmanly
Aug 23-55



1,024,622.00
Permits for
Building to
Aug 1

Bill Miller
Thru 2015

Mrs. Mae B Smith

No. 32

FORM 2-133 50M REVISED 3-50

**COMMISSIONERS**
BEN R. CHANDLER, CHAIRMAN
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE
M. K. McIVER, MEMBER
PORTLAND
H. B. GLAISYER
SECRETARY

OREGON
STATE HIGHWAY DEPARTMENT
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
W. C. WILLIAMS
1ST ASST. STATE HWY. ENGR.
W. W. STIFFLER
2ND ASST. STATE HWY. ENGR.
C. W. ENFIELD
CHIEF COUNSEL

June 17, 1955

Mrs. Gladys Kanick
City Recorder
Brookings, Oregon

NOTED
Harold C. Ayers

NOTED
J. W. CATTRALL

NOTED
J. F. HAGEMANN

NOTED
V.R JONES

Dear Madam:

This is to acknowledge receipt of a resolution adopted by the City of ___Brookings___ requesting aid from the annual $250,000 Special City Allotment Fund.

The results of the investigation of your requested project will be presented to the Highway Commission for consideration in forming the ___1956___ program.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

John W. Cattrall
John W. Cattrall
Engineer, County and City Relations

No. 32

FORM 8-126 [illegible] REVISED 2-56

COMMISSIONERS
BEN R. CHANDLER, CHAIRMAN
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE
M. K. McIVER, MEMBER
PORTLAND
H. B. GLAISYER
SECRETARY

OREGON
STATE HIGHWAY DEPARTMENT
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
W. C. WILLIAMS
1ST ASST. STATE HWY. ENGR.
W. W. STIFFLER
2ND ASST. STATE HWY. ENGR.
C. W. ENFIELD
CHIEF COUNSEL

June 17, 1955

Mrs. Gladys Kanick
City Recorder
Brookings, Oregon

NOTED
Harold C. Ayers

NOTED
J. W. CATTRALL

NOTED
J. F. HAGEMANN

NOTED
V. R. JONES

Dear Madam:

This is to acknowledge receipt of a resolution adopted by the City of Brookings requesting aid from the annual $250,000 Special City Allotment Fund.

The results of the investigation of your requested project will be presented to the Highway Commission for consideration in forming the 1956 program.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

John W. Cattrall
John W. Cattrall
Engineer, County and City Relations

No 32

# RESOLUTION

WHEREAS, Section 2, Chapter 371, Oregon Laws 1943, as amended by Section 1, Chapter 149, Oregon Laws 1949, provides that:

> "Beginning with the year 1949 and annually thereafter there shall be and hereby is appropriated out of the state highway fund such sums of money as will equal 10 per cent of all moneys credited to the state highway fund by the state treasurer between January 1 and December 31 of each year and which have accrued from funds transferred to the state highway fund by the state treasurer under the provisions of section 115-135, O.C.L.A.; section 15, chapter 413, Oregon Laws 1945, as amended by section 4, chapter 114, Oregon Laws 1947; and section 29, chapter 467, Oregon Laws 1947; and from fines and penalties collected for violations of the motor vehicle and transportation laws. Such appropriation shall be distributed among the several cities as provided in this act."

and

WHEREAS, Section 3, Chapter 371, Oregon Laws 1943, as amended by Section 2, Chapter 149, Oregon Laws 1949, provides that:

> "Such appropriation shall be allocated to the cities as follows: The sum of two hundred fifty thousand dollars ($250,000) shall be withdrawn from such appropriation each year and set up in a separate account to be administered by the state highway commission. Such account shall be spent each year by such commission upon streets not a part of the state highway system within cities which are receiving excessive wear through sudden increases in population in the area or heavy and unusual industrial traffic. Such commission shall determine the distribution of such expenditures after considering applications made to it therefor from the cities. The balance remaining in such appropriation after the withdrawal of said two hundred fifty thousand dollars ($250,000) shall be distributed to all of the cities. Each city shall receive such share of the balance as its population bears to the total population of the cities."

and

WHEREAS, the City of Brookings is an incorporated city of the State of Oregon, and has a population of 2273, as given by the latest official census, and

WHEREAS, the following streets of said city, Pioneer

Form cc-50 (1953 Rev.)
Special City Allotment

from the junction of Pacific & Pioneer. North on Pioneer to Easy Street, then West on Easy Street approximately 1800 feet, or as far West on Easy Street as the funds allocated by the State Special Allocation Fund will allow.

are not a part or parts of the state highway system, but are streets under the jurisdiction and control of said city which are "receiving excessive wear through sudden increase in population in the area, or heavy and unusual industrial traffic," and

WHEREAS, said streets are and each of them is in need of repair, reconditioning and other major improvement,

NOW, THEREFORE, the members of the City Council, in regular or special session assembled, do hereby find, declare and resolve:

1. That the following named streets of said city, to wit: Pioneer Street from the junction of Pioneer and Pacific, and Easy Street West from the corner of Easy St. & Pioneer, a distance of approximately 1800 feet, or as far as possible West on Easy Street as the funds allocated by the State Special Allocation Funds will allow.

are in need of repair, reconditioning, and other major improvement.

2. That said streets are in their present state and condition of disrepair by reason of excessive wear through sudden increases in population in the area, or heavy and unusual industrial traffic.

3. That the Oregon State Highway Commission hereby is respectfully

requested to consider and declare said streets as qualified for reconditioning, repair, and other improvement out of funds allocated and made available by and through the said $250,000 appropriation of state highway revenues which is to be administered and spent by the Highway Commission.

4. That the City of Brookings does hereby offer to the State Highway Commission, and does hereby pledge complete cooperation and assistance to the end that said city may share and participate in the use and benefit of said special fund and appropriation; and therefore does designate Mayor Byron L.Brimm as the official representative of the city in all negotiations resulting from this request.

Passed and approved this 14 day of June, 19 55

There is attached hereto and made a part hereof, a city map on which is indicated the street, streets, road, or roads described in this resolution.

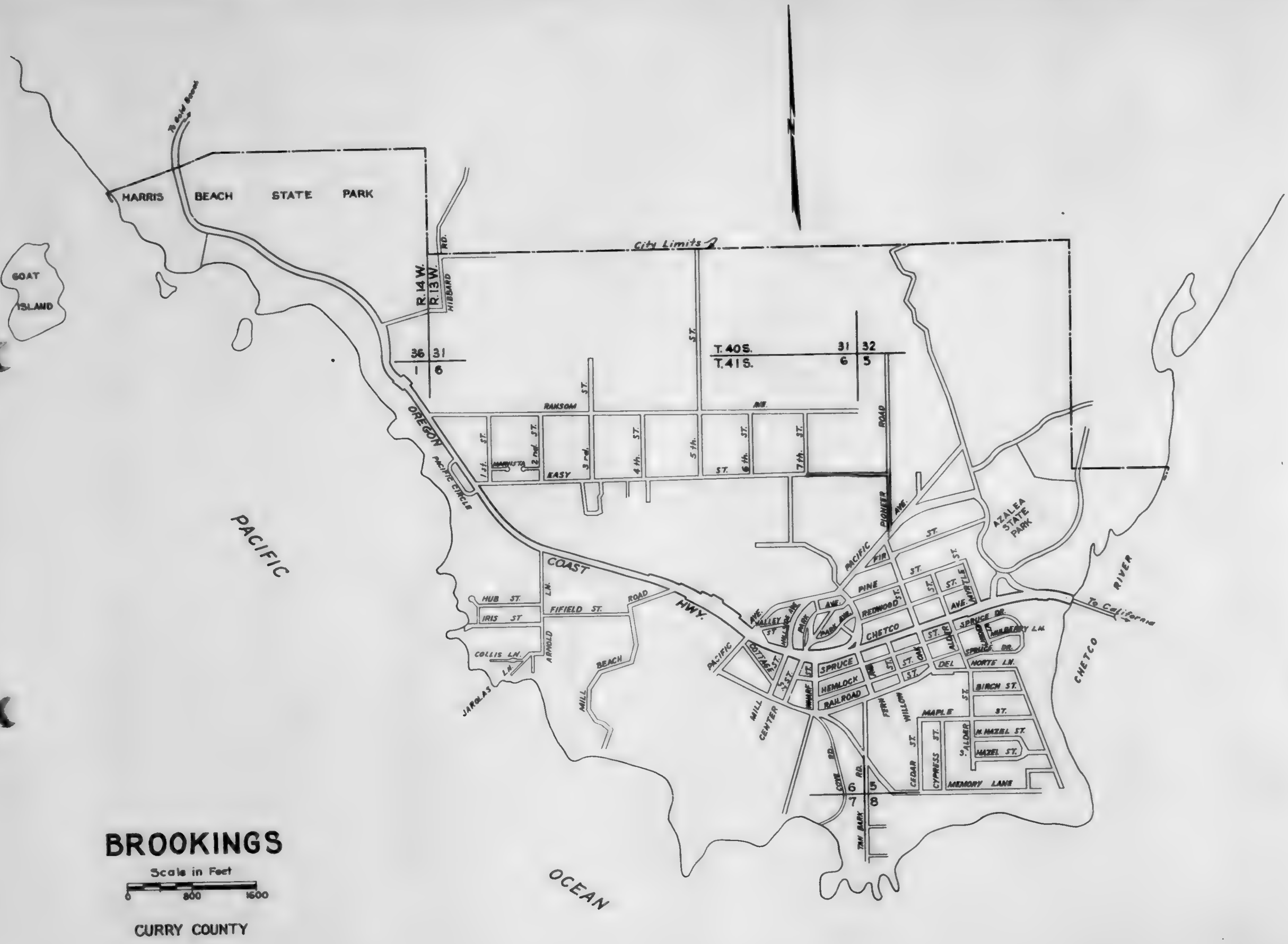
- - - - - - - - - - - - - - - - - - - -

I hereby certify that the foregoing resolution was passed and approved by the City Council of the City of Brookings at a [✓ regular] or special meeting of said Council, held on the 14 day of June, 19 55, and the above copy is a true and correct copy of the original and of the whole thereof.

Dated this 14 day of June, 19 55.

Gladys Hanich
City Recorder

# BROOKINGS



Scale in Feet

CURRY COUNTY

Feb. 17, 1964

BYRON L. BRIMM
Mayor

EARL BREUER
C. F. CAMPBELL
PETE J. LESMEISTER
CLIVE D. MANLEY
Councilmen

Edw. F. ACKLEY
City Attorney

# CITY OF BROOKINGS

BROOKINGS, OREGON

GLADYS KANICK
City Recorder

RALPH W REED
City Work Superintendent

BUD CROSS
Chief of Police

HANS G. NELSON
Municipal Judge

NEIL NELSON
Fire Chief

NOTED
V. R. JONES

NOTED
Harold C. Ayers

NOTED
J. F. HAGEMANN

May 17, 1955

Mr. John W. Cattrall, Engineer
County and City Relations
State Highway Department,
Salem, Ore.,

NOTED
J. W. CATTRALL

Dear Mr. Cattrall:

Will you kindly send me application forms for the "Special Allotment Fund"? The City Council feels that it has a street that qualifies under the law, for such funds.

Thanking you for this courtesy, I am,

Yours truly,
Gladys Kanick
Gladys Kanick, City Recorder

forms sent
5-20-55

RECEIVED
[illegible] 1955
ENGINEER
COUNTY [illegible] RELATIONS

RECEIVED
MAY 20 1955
OREGON
STATE HIGHWAY COMMISSION

BFI-189(19) South Oakland Interchange 1956

#4744

RECEIVED
[illegible]
FOR FILE

A

OREGON STATE HIGHWAY DEPARTMENT
(date)
April 22, 1957

| (CONTRACT NO.) | (EST. NO.) | (CONTRACT0R) |
|---|---|---|
| 159(17)<br>4744 | 6-Final | Roseburg Paving Co. |

| (VOUCHER NO.) | (WARRANT NO.) | (AMOUNT) | (DATE) |
|---|---|---|---|
| 8535 | H-178911 | $ 1,913.36 | 4/22/57 |

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

Ruth Rawlings
ACCOUNTING DIVISION

---

Specified completion Date: Sept. 30, 1956

Time Extensions: Dec. 20, 1956

Completion Date: Dec. 20, 1956

Date Accepted: Feb. 28, 1957

Penalties: None of record

Claims: None of record

Remarks:

---

Date: Apr. 23, 1957

To the Accounting Division:

Release of the above warrant is hereby authorized

H B Glaisyer
H. B. Glaisyer
Secretary

Warrant Mailed: APR 23 1957

Ruth Rawlings

NOTED ON CARD
em

RECEIVED
APR 10 1957
FOR FILING

[illegible]

[illegible]

April 10, 1957

CERTIFIED MAIL

American Automobile Insurance Co.
Box 1531
Portland, Oregon

Gentlemen:

State Highway Contract No. 6744 for work performed on the So. Oakland Interchange, Chenoweth Park-Deady Section of the Pacific Highway in Douglas County was completed by the contractor, Roseburg Paving Co., on December 20, 1956 and was formally accepted by the Highway Commission on February 28, 1957.

Final payment in the amount of $1,913.36 will be released to the contractor on or after April 20, 1957. The total contract amount is $68,945.40, of which amount $1,081.72 represents force account items.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

eem

cc: Rainier Agency
Douglas County State Bank Bldg.
Roseburg, Oregon

NOTED ON CARD

RECEIVED
FEB 15 1957
FOR FILING
EFI-1 9(19)
4-44

February 15, 1957

**CERTIFIED MAIL**

American Automobile Insurance Co.
Box 1531
Portland, Oregon

Gentlemen:

The State Highway Commission is prepared to release semi-final payment to Roseburg Paving Company in connection with contract No. 4744, covering the South Oakland Interchange, Chenoweth Park-Deady Section of the Pacific Highway in Douglas County. This payment in the amount of $5,631.70 will be released to the contractor on or after February 25, 1957. The retained percentage is $2,073.16.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Rainier Agency
Douglas County State Bank Bldg.
Roseburg, Oregon

NOTED ON CARD
J

FORM E-120 30M REVISED 8-56

COMMISSIONERS
BEN R. CHANDLER, CHAIRMAN
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE
M. K. McIVER, MEMBER
PORTLAND
H. B. GLAISYER
SECRETARY

OREGON
STATE HIGHWAY DEPARTMENT
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
W. C. WILLIAMS
1ST ASST. STATE HWY. ENGR.
W. W. STIFFLER
2ND ASST. STATE HWY. ENGR.
C. W. ENFIELD
CHIEF COUNSEL

RECEIVED
JAN 31 1957
FOR FILING
1-17

January 30, 1957

Roseburg Paving Co.
536 West Maple St.
Roseburg, Oregon

Gentlemen:

The State Highway Commission at its meeting held on January 22 had under discussion your request for an extension of time from September 30 to December 20, 1956 within which to complete your contract No. 4744, for grading and paving on the South Oakland Interchange, Chenoweth Park-Leady Section of the Pacific Highway in Douglas County.

We are pleased to inform you that the State Highway Commission granted your request. The Commission's action was based upon the recommendation of the State Highway Engineer, whose report on the subject considered but did not necessarily adopt any of the reasons given by you for failure to complete the project within the specified time limit.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Frank Morgan,
Division Engineer

Gordon Spaulding,
Resident Engineer

Tom Edwards,
Construction Engineer

RECEIVED
JAN 16 1957
FOR FILING

4744

January 15, 1957

Request for extension of time
No. 18
January 22 and 23 meeting

Oregon State Highway Commission

Gentlemen:

Herewith is a request from the Roseburg Paving Company for an extension of time on the South Oakland Interchange, Contract No. 4744, from September 30, 1956 to December 20, 1956.

There was a delay of approximately 20 days in awarding this contract, due to right-of-way difficulties, and after the project was awarded we arranged with the contractor to fence some of the right of way, with the State furnishing the necessary materials. We were unable to deliver the materials as soon as had been anticipated and the contractor was, therefore, held up.

The delay on the work occasioned by items outside of the travel area caused no inconvenience to traffic or extra expense to the State. I recommend that the extension be granted without penalty, and Mr. C. C. Polk of the Bureau of Public Roads concurs in this recommendation.

This is not a "liquidated damages" contract.

Very truly yours,

W. C. Williams
State Highway Engineer

Encl.
cc Mr. Tom Edwards

RECEIVED
JAN 10 1957
FOR FILING

BFI-189(19)

4744

January 9, 1957

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
408 State Highway Building
Salem, Oregon

Dear Sir:

Will you kindly concur in an extension of time on the South Oakland Interchange, Contract No. 4744, Oregon BFI-189 (19), from September 30, 1956 to December 20, 1956 to the Roseburg Paving Company, contractors.

After the project was awarded we arranged with the contractor to fence some of the right of way on this project, with the State furnishing the necessary materials. We were unable to deliver the materials as soon as anticipated and the contractor was, therefore, held up. Major work on the prime contract was completed by the specified date and there was no inconvenience to traffic nor extra expenses to the State. I would recommend that the extension be granted without penalty.

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

cc to: Tom Edwards

A

RECEIVED
JAN 2 - 1957
FOR FILING

FC [illegible]

4744

December 27, 1956

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

This is to advise you that work was completed on December 20, 1956, on Contract No. 4744, South Oakland Interchange Unit, Chenoweth Park-Deady Section, in Douglas County, in connection with Federal Aid Project No. HFI-189(19).

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

DBP:ar

cc: Clarence G. Swenson

Form E-1—10M—6-56

OREGON STATE HIGHWAY DEPARTMENT

# Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending December 21, 1956

Section South Oakland Interchange (C henoweth Park-Deady)

Kind of work Grading and Paving

Highway Pacific

Section prefix 10-1024

Contractor Roseburg Paving Co.

Contract number 4744

Date of contract June 25, 1956

Date of completion Sept. 30, 1956

Date work started " , 19

~~Actual~~ Estimated date of completion Dec. 20, 1956

Project authorization $ 87,264.00

Exclusive of Engineering $ 81,058.56

Per cent of time elapsed 185.7 %

Estimated cost of completed project, exclusive of engineering $ 76,808.21

Estimated per cent ~~overr~~un or underrun 5.2 %

Per cent of contract completed, based on total contract price 94.8 %

Engineering authorization $ 6,205.44

Engineering cost to date $ 6000.00, 96.7 %

Date project was completed December 20, 1956

---

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

All work and cleanup was completed December 20, 1956.

This project will soon be semi-finaled.

This will be the last weekly report for this job.

NOTED
FORREST COOPER

Noted
M. N. Juve

Signed Gordon L. Spaulding

Address P.O. Box 551, Roseburg, Oregon

NOTED
V. D. WOLFE

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

State Printing 95633

| | GRADING | SURFACING | MAINTENANCE MATERIALS | OIL AND BITUMINOUS MACADAM | PAVING |
|---|---|---|---|---|---|
| Miles in project | 0.82 | 0.82 | | | 0.82 |
| Miles partially completed | | | | | |
| Miles completed | " | " | | | " |
| Total estimated quantities (contract) | 28,000 cy | 6800 cy | | | 2200 tons |
| Total quantities corrected to date | 30,000 | 6864 cy | | | 2050 |
| Estimated quantities moved or placed to date | " | " | | | " |
| Average daily quantities | 0 | 0 | | | 0 |
| Average daily quantities necessary to complete project on time | 0 | 0 | | | 0 |
| Number shifts per day | 0 | 0 | | | 0 |
| Hours per shift | | | | | |
| Average force on project for week | | | | | |

| | |
|---|---|
| Men | 0 |
| Supervision | 0 |
| Men and trucks under 3 tons | |
| Men and trucks over 3 tons | |
| Men and tractors | |

Equipment used during week: Shovels ........., Power graders ........., Rollers ........., Mixers ........., Crushing or screening plants .........

Compressors ..........., Bulldozers ..........., Compaction rollers ..........., . . . . ..........., . . . . ..........., . . . . ...........

| | WEATHER | HRS. DELAY | CAUSE OF DELAY |
|---|---|---|---|
| Sunday | Rain | | |
| Monday | " | | |
| Tuesday | Fair | | |
| Wednesday | " | | |
| Thursday | Cloudy and showers | | |
| Friday | Cloudy | | |
| Saturday | | | |

[illegible]

CPHB-2218

Form PR 2 (Revised 1950)

State Oregon
Project No. SFI-189(19)

U. S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

# PROJECT AGREEMENT

---

MEMORANDUM OF AGREEMENT made this 28th day of September, 1956, by and between The Oregon State Highway Commission, constituting for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Commissioner of Public Roads, Bureau of Public Roads, Department of Commerce, hereinafter called the Commissioner, pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), and acts amendatory thereof or supplementary thereto:

Whereas the Highway Department of said State submitted on the 8th day of May, 1956, a program, which was approved on the 11th day of May, 1956, for the project hereinafter described; and

Whereas the Highway Department, in accordance with the regulations promulgated for the administration of the act, has furnished surveys, plans, specifications, and/or estimates for said project; and

Whereas the District Engineer of the Bureau of Public Roads approved said surveys, plans, specifications, and/or estimates on the 17th day of May, 1956, and the sum of forty four thousand and 00/100 dollars ($44,000.00) as the share of the United States payable under said act on account of said project which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Commissioner do hereby mutually agree as follows:

## FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department for said project have been made available in the following manner, to wit:

(a) By the State Proceeds of bonds as follows:

(Include designation of act of legislature by which authorized)

~~(b) From other sources~~

| Authorized by Chapter | Oregon Laws | Amount | Date of Issue | Beginning Date of Maturities |
|---|---|---|---|---|
| 491 | 1951 | $15,000,000 | Oct. 1, 1951 | Oct. 1, 1952 |
| 491 | 1951 | 15,000,000 | Mar. 1, 1952 | Mar. 1, 1953 |
| 491 | 1951 | 10,000,000 | Mar. 1, 1953 | Mar. 1, 1954 |
| 20 | 1953 | 32,000,000 | Sept. 1, 1953 | Sept. 1, 1954 |

(State how placed under direct control of Highway Department)

## WORK EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following work as described in detail in said surveys, plans, specifications, and/or estimates:

Between Stations 1687+50 and 1708+00, southwest of Oakland,

, length 0.388 miles, in Douglas County,

being Oregon project No. BFI-189(19), consisting of 0.388 miles of

roadway and no bridges~~, each~~ of more than 20 feet clear span, ~~of a mile in length~~.

## CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are by reference made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Bureau of Public Roads and in accordance with the laws of said State, Federal regulations hereinbefore mentioned, and the following conditions:

(a) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account shall be approved by the Bureau of Public Roads.

(b) It is agreed that the Highway Department will not add nor permit the addition of any points of access to or exit from the project in addition to those approved in the plans, without the prior approval of the Secretary, and it is further agreed that the Highway Department will not permit automotive service stations or other commercial establishments to be constructed or located on the right of way, except that the State or a political subdivision may use the air space above and below the established grade line of the highway pavement for the parking of motor vehicles provided such use does not interfere in any way with the free flow of traffic on the Interstate System.

## UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the work covered by this agreement shall not in any event exceed the sum of forty four thousand and 00/100 dollars ($ 44,000.00), which does not exceed the authorized Federal pro rata share of seventy one thousand, two hundred ninety nine and 80/100 dollars ($ 71,299.80), the approved total estimated cost of said project.

## PAYMENTS

ARTICLE V. No payments hereunder will be made to the State as the construction of said project progresses or immediately upon its completion, and no present or immediate obligation is created by this agreement against Federal-aid funds apportioned and now unobligated and available to the State, the purpose and intent of this agreement being to provide aid to the State, as authorized by section 5 of the Federal-Aid Highway Act of 1950, in retiring annual maturities of the principal indebtedness of the bonds mentioned in Article I hereof, and as such bonds mature annually and the State requests Federal reimbursement pursuant hereto to aid in meeting such annual maturities and certifies that such bonds have been retired the Bureau of Public Roads will submit vouchers to the Secretary of the Treasury for payment to the State Treasurer, hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of Oregon, of such sums based on such annual maturities as the State shall request and as shall not, together with previous payments, exceed the United States pro rata share, as above specified, of the value, as determined by the Bureau of Public Roads after inspection and approval, of the labor and materials which have actually been put into said construction work in compliance with the requirements of Article III hereof. If in any year no Federal funds apportioned to the State shall be unobligated and available from which payments hereunder may be made there shall be no obligation on the part of the Federal Government hereunder on account of bond maturities for that year.

## MAINTENANCE OF PROJECT

ARTICLE VI. The Highway Department will maintain said project in compliance with said act of July 11, 1916, and acts amendatory thereof or supplementary thereto, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: (Include reference to statute authorizing funds and probable amount annually available)

Chapter 529, Laws 1939.

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project.

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. 112.

In witness whereof the parties have hereunto affixed their signatures as of the day and year first above written.

OREGON STATE HIGHWAY COMMISSION
(Official title of Highway Department)

By

Chairman, State Highway Commission
(Title of officer)

By Chas H Reynolds

Member, State Highway Commission
(Title of officer)

By

Member, State Highway Commission
(Title of officer)

By

(Title of officer)

By

(Title of officer)

Attest

SECRETARY

RECOMMENDED FOR APPROVAL:

STATE HIGHWAY ENGINEER

COMMISSIONER OF PUBLIC ROADS,

By

*Division Engineer,*
*Bureau of Public Roads.*

SEP 24 1956
OREGON DISTRICT

Oregon State Highway Department

Federal Aid Project
No. FI-189(19)

## SOUTH OAKLAND INTERCHANGE

## OF THE PACIFIC HIGHWAY IN DOUGLAS COUNTY

(Estimate as a basis for project agreement. Based on low bid prices.)

Salem, Oregon, August 23, 1956

Type Code 6201
Roadway (Sta. 1687+50 to Sta. 1709+00)(Contract No. 4744)

| | | | | |
|---|---|---|---|---|
| All | Required | Clearing and Grubbing | | $ 2,000.00 |
| 140 | cu. yds. | Drainage Excavation, Unclassified | $ 3.00 | 420.00 |
| 28,000 | cu. yds. | General Excavation, Unclassified | 0.45 | 12,600.00 |
| 1,850 | lin. ft. | Rounding Cutbanks | 0.20 | 370.00 |
| 230 | lin. ft. | 18-inch Concrete Pipe | 5.00 | 1,150.00 |
| 50 | lin. ft. | 24-inch Concrete Pipe | 7.00 | 350.00 |
| 100 | cu. yds. | Concrete in Islands | 32.50 | 3,250.00 |
| 120 | lin. ft. | Metal Guard Rail | 4.50 | 540.00 |
| 200 | lin. ft. | 1¼-inch Electrical Conduit | 1.75 | 350.00 |
| 5,500 | cu. yds. | Coarse Crushed Material in Base | 3.45 | 18,975.00 |
| 1,300 | cu. yds. | 3/4" - 0 Material in Base | 3.65 | 4,745.00 |
| 170 | M-gal. | Sprinkling | 3.50 | 595.00 |
| 70 | cu. yds. | 3/4" - 0 Material in Binder Course | 3.80 | 266.00 |
| 12 | tons | RC-3 Asphalt | 48.00 | 576.00 |
| 2,200 | tons | Asphaltic Concrete Mixture | 6.00 | 13,200.00 |
| 132 | tons | 85-100 Asphalt in Mixture | 33.00 | 4,356.00 |
| 12 | tons | RS-2 Asphalt | 50.00 | 600.00 |
| 40 | cu. yds. | Aggregate in Pavement Seal | 5.00 | 200.00 |
| 250 | lin. ft. | Asphaltic Concrete Traffic Markers | 1.10 | 275.00 |
| | | | Subtotal | $ 64,818.00 |
| | | | 10% Engr. & Cont. | 6,481.80 |
| | | | Total | $ 71,299.80 |

Length of Roadway 0.388 mile
Cost of Roadway per mile $183,762.37

| | |
|---|---|
| Federal Funds- - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - | $ 44,000.00 |
| State Funds- - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - | 27,299.80 |
| | $ 71,299.80 |

Federal Funds for Const: Chap. 175, laws 1917; Chap. 31, laws 1929; Chap. 529, laws 1939.

State Funds for Maint: Chap. 529, laws 1939.

Oregon State Highway De[illegible]ment

[illegible]ederal Aid
Project No. BFI-189(19)

## SOUTH OAKLAND INTERCHANGE OF THE PACIFIC HIGHWAY IN DOUGLAS COUNTY

(Estimate to accompany plans and specifications. Not as a basis for project agreement.)

Salem, Oregon, May 17, 1956

Type Code 6201
Roadway (Sta. 1687+50 to Sta. 1708+00)

| | | | |
|---|---|---|---|
| All Required | Clearing and Grubbing | $ | $ 1,000.00 |
| 140 cu. yds. | Drainage Excavation, Unclassified | 3.00 | 420.00 |
| 28,000 cu. yds. | General Excavation, Unclassified | 0.45 | 12,600.00 |
| 1,850 lin. ft. | Rounding Cutbanks | 0.20 | 370.00 |
| 230 lin. ft. | 18-inch Concrete Pipe | 3.75 | 862.50 |
| 50 lin. ft. | 24-inch Concrete Pipe | 5.50 | 275.00 |
| 100 cu. yds. | Concrete in Islands | 55.00 | 5,500.00 |
| 120 lin. ft. | Metal Guard Rail | 2.50 | 300.00 |
| 200 lin. ft. | 1½-inch Electrical Conduit | 1.75 | 350.00 |
| 5,500 cu. yds. | Coarse Crushed Material in Base | 3.25 | 17,875.00 |
| 1,300 cu. yds. | 3/4" - 0 Material in Base | 3.50 | 4,550.00 |
| 170 M-gals. | Sprinkling | 3.00 | 510.00 |
| 70 cu. yds. | 3/4" - 0 Material in Binder Course | 4.50 | 315.00 |
| 12 tons | RC-3 Asphalt | 75.00 | 900.00 |
| 2,200 tons | Asphaltic Concrete Mixture | 7.00 | 15,400.00 |
| 132 tons | 85-100 Asphalt in Mixture | 35.00 | 4,620.00 |
| 12 tons | RS-2 Asphalt | 75.00 | 900.00 |
| 40 cu. yds. | Aggregate in Pavement Seal | 6.00 | 240.00 |
| 250 lin. ft. | Asphaltic Concrete Traffic Markers | 1.00 | 250.00 |
| | Subtotal | | $67,237.50 |
| | 10% Engr. & Cont. | | 6,723.75 |
| | Total | | $73,961.25 |

Length of Roadway 0.388 Mile
Cost of Roadway Per Mi. $190,621.77

| | |
|---|---|
| Federal Funds........................................................ | $45,000.00 |
| State Funds.......................................................... | 28,961.25 |
| | $73,961.25 |

RECEIVED
JUL 24 1956

FOR FILING
BFL-187 (19)
4744

OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
July 23, 1956

SUBJECT: South Oakland Interchange
Pacific Highway
Contract No. 4744

To:
Mr. Tom Edwards
Division Engineer
State Highway Department
Roseburg, Oregon

NOTED
W. C. WILLIAMS

Reference is made to Laboratory Reports Nos. 395155 and 395485, dated July 16th and 18th, 1956 showing (1) excess of large sizes in the proposed backfill sand, 42 percent excess retained on the #4 sieve, 31 percent excess retained on the #16 sieve and 10 percent excess retained on the #30 sieve, and (2) 3.9 percent deficiency of material passing the ¼-inch screen for the 1½"-0 crushed gravel.

It is suggested that materials submitted for laboratory tests be site screened before sent to Salem, as major discrepancies can then be discovered without loss of time. Forms for this purpose are enclosed.

Will you please instruct the resident engineer to have the contractor change his pit and plant operations so that satisfactory aggregate and sand may be produced.

Also, will you please have the resident engineer so mark samples of improved material submitted to the laboratory that it is clear they represent corrected material.

Forrest Cooper
Construction Engineer

By L. H. Young
L. H. Young
Ass't. Construction Engineer

LHY-WCH:of
Encls.
cc to: W. C. Williams
Ray Webber

RECEIVED
[illegible] 1956
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
JUL 12 1956
FOR FILING

BFI-129 (19)

4744

July 12, 1956

Roseburg Paving Co.
536 West Maple St.
Roseburg, Oregon

Gentlemen:

We enclose herewith two fully executed copies of contracts awarded to you by the State Highway Commission, as follows:

Contract No. 4730, covering the South Wilbur Truck Scale Site Section on the Pacific Highway in Douglas County.

Contract No. 4744, covering the South Oakland Interchange, Chenoweth Park-Deady Section of the Pacific Highway in Douglas County.

Copies of these contracts are also being sent to the surety on your performance bonds.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encls.

RECEIVED
JUL 5 1956
FOR FILING

EFI-189(19)

4744

July 3, 1956

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

This is to advise you that work was started on June 25, 1956 on Contract No. 4744, South Oakland Interchange, Chenoweth Park-Deady Section, in Douglas County, in connection with Federal Aid Project No. EFI-189(19).

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Deputy State Highway Engineer

HBP:bb

File

RECEIVED
JUN 28 1956
FOR FILING

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

OREGON DISTRICT

406 STATE HIGHWAY BLDG.
SALEM, OREGON

4744

08-35

June 25, 1956

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

As requested in your memorandum of today advising that all rights of entry have been acquired for Oregon Project BFI-189(19), South Oakland Interchange, Chenoweth Park-Deady Section of the Pacific Highway, we hereby concur as of this date in award of contract No. 4744 to Roseburg Paving Co. of Roseburg, Oregon, low bidder in the amount of $64,818.00 at the June 5, 1956 bid opening.

Very truly yours,

CGPolk
C. G. POLK
District Engineer

RECEIVED
JUN 27 1956
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
JUL 2 1956
FOR FILING

June 25, 1956

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

Your concurrence as of today is requested in the award of contract for grading and paving at the South Oakland Interchange on the Pacific Highway in Douglas County, Project FI-189(19), to the Roseburg Paving Co. of Roseburg, Oregon, on the basis of the bid of $64,818.00 submitted on June 5, 1956.

All rights of entry required for this contract are acquired.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Deputy State Highway Engineer

SMP:ia

RECEIVED
JUL 2 1956
FOR FILING

file

| |
|---|
| [illegible] |
| |
| 474# |

Salem, Oregon
June 25, 1956

MISC. CONTRACTS and
AGREEMENTS No. 1408

Supplemental throughway Agreement
Douglas County
South Oakland Interchange
Chenoweth Park-Deady Section

Mr. John W. Cattrall
City & County Relations Dept.
Office

Attached is a conformed copy of a supplemental throughway agreement with Douglas County covering the South Oakland Interchange on the Chenoweth Park-Deady section of the Pacific Highway in Douglas County.

A fully executed copy of the above agreement has been retained in this office for the Commission's files and one fully executed copy has been sent to the Douglas County Court.

Secretary

rn
Attach: 1

FORM E30—50M—2-55—62086

**OREGON STATE HIGHWAY DEPARTMENT**
**INTER-DEPARTMENT CORRESPONDENCE**

Salem, Oregon
June 12, 1956

**SUBJECT:** Assignment #36

**To:** Mr. G. S. Paxson
OFFICE

Attached are three copies of a supplemental throughway agreement covering the South Oakland Interchange on the Chenoweth Park-Deady section of the Pacific Highway in Douglas County.

Two copies of the agreement have been executed by the Court and are now ready for presentation to the Highway Commission. This agreement was not returned from the county until after the last Commission meeting so could not be presented at that time for signature.

John D. Graham
John D. Graham
Office Engr., County & City Relations

JDG:mm
Att.

APPROVED
G S Paxson
ASST STATE HIGHWAY ENGINEER
Date June 20, 1956

For signature of commission.

AUTHORIZED BY HIGHWAY COMMISSION
DATE 4-26-56 Minutes Page 47
H. B. Searcy Jr.
Secretary

RECEIVED
JUN 12 1956
OFFICE OF
STATE HIGHWAY ENGINEER

ASSIGNMENT

Date: 6/1/56 No. 36 By Gsp

Description: Amended agreement between State and County in connection with South Oakland Interchange, Chenoweth Park-Deady Section, Pac. Hwy. in Douglas County. ✓

Acknowledged by_____ Referred to CATTRALL

__Investigate and report with recommendation
__Such action as necessary and report
__Comment or recommendation
__Return with rough draft of reply
__Prepare reply for signature of Mr._______
__Contact correspondent and report

PLEASE RETURN TO
G. S. PAXSON

Remarks:

For signatures of County officials.

Executed 6-12-56 Report Received________
JJm

---

HIGHWAY DEPARTMENT
MENT CORRESPONDENCE

, Oregon
, 1956

SUBJECT: South Oakland Interchange
Chenoweth Park-Deady Section
Pacific Highway
Douglas County

ix copies of an amended agreement to
ty in connection with the obligations
e above named interchange. Exhibits
ty-City Relations Division.

ement were handed to John Graham of

C. W. ENFIELD
Chief Counsel

By Gale K. Powell
GALE K. POWELL
Assistant Attorney

GKP:pg

Attachments

RECEIVED
MAY 24 1956
OFFICE OF
STATE HIGHWAY ENGINEER

FORM 830—12½M—9-55—66209

# OREGON STATE HIGHWAY DEPARTMENT

## INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
May 24, 1956

**SUBJECT:** South Oakland Interchange
Chenoweth Park-Deady Section
Pacific Highway
Douglas County

**To:**
G. S. Paxson
Assistant State Highway Engineer
Office

L

Enclosed herewith are six copies of an amended agreement to be entered into with Douglas County in connection with the obligations of State and County concerning the above named interchange. Exhibits "B" may be obtained from the County-City Relations Division.

Two copies of this agreement were handed to John Graham of this date.

C. W. ENFIELD
Chief Counsel

By Gale K. Powell
GALE K. POWELL
Assistant Attorney

GKP:pg

Attachments

RECEIVED
MAY 24 1956
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
JUN 28 1956

FOR FILING

[illegible]

[illegible]

June 25, 1956

Roseburg Paving Co.
1258 Maple Street
Roseburg, Oregon

Gentlemen:

The State Highway Commission on June 5, 1956 accepted your proposal for grading and paving the South Oakland Interchange, Chenoweth Park Deady Section of the Pacific Highway in Douglas County for the sum of $64,818 and referred it to the State Highway Engineer with authority to award the contract to you as soon as certain conditions had been fulfilled. This note is to inform you that such conditions have now been satisfied and that the State Highway Engineer today awarded you the contract in conformity with the Commission's authorization. This project has been assigned Contract No. 4744.

Contract forms are now being prepared in this office and will be mailed to you shortly for execution.

This confirms my wire to you of this date.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

mm

cc: R. G. Savage, SIAC
Forrest Cooper
S. H. Probert

Pacific Builder & Engineer, Inc.
2418 Third Avenue
Seattle 1, Washington

Att: Dorothy McCormack

NOTED
J. Mc C.

DOMESTIC SERVICE
Check the class of service desired; otherwise this message will be sent as a fast telegram
TELEGRAM
DAY LETTER
NIGHT LETTER

$
S
E

# WESTERN UNION
## TELEGRAM
W. P. MARSHALL, PRESIDENT

1206 (4-55)

INTERNATIONAL SERVICE
Check the class of service desired; otherwise the message will be sent at the full rate
FULL RATE
LETTER TELEGRAM
SHORE SHIP

| NO. WDS.-CL. OF SVC. | PD. OR COLL. | CASH NO. | CHARGE TO THE ACCOUNT OF | TIME FILED |
|---|---|---|---|---|
| | | | | |

*Send the following message, subject to the terms on back hereof, which are hereby agreed to*

Salem, Oregon
June 25, 1956
9:34 a.m.

Roseburg Paving Co.
1258 Maple Street
Roseburg, Oregon

Contract for South Oakland Interchange, Douglas County for which you submitted low bid on June 5, 1956 awarded you today. Contract forms follow shortly.

H. B. Glaisyer, Secretary
OREGON STATE HIGHWAY COMMISSION

cc: Accounting (5003-900)
Files
C. W. Head

Secretary

rn
Enc. 1

RECEIVED
JUN 26 1956
FOR FILING

[illegible]

4744

June 25, 1956

County Court of Douglas County
Court House
Roseburg, Oregon

Gentlemen:

We are enclosing herewith for the records and files of Douglas County a fully executed copy of a supplemental throughway agreement between the State Highway Commission and Douglas County covering the South Oakland Interchange on the Chenoweth Park-Deady section of the Pacific Highway in Douglas County.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

rn
Enc. 1

RECEIVED
MAY 31 1956
FOR FILING

BFI-189(19)

474

May 31, 1956

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

Reference is made to your letter of May 17th advising that your approval of plans for the South Oakland Interchange, Project BFI-189(19), is conditioned upon our widening the pavement on the 56 degree curve between Stations 3+69 and 5+49 from 16 feet, as shown on the plans, to 20 feet.

This provision of 20-foot pavement will be taken care of as a construction change.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Deputy State Highway Engineer

SHP:la

cc: Forrest Cooper
Tom Edwards

DEPARTMENT OF COMMERCE
**BUREAU OF PUBLIC ROADS**
DIVISION EIGHT

OREGON DISTRICT

400 STATE HIGHWAY BLDG.
SALEM, OREGON

08-35

May 17, 1956

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

We have today approved the P.S. and E. documents for Oregon Project BFI-189(19), South Oakland Interchange on the Chenoweth Park-Deady Section of the Pacific Highway. This is to authorize your advertising for bids.

Approval of P.S. and E. and authorization for advertising are given with the understanding that pavement on the 56 degree curve between Stations 3+69 and 5+49 on the "S" line will be constructed to a width of 20 feet instead of 16 feet as shown on the plans.

Concurrence in award of contract will be withheld pending notification that all rights-of-way or rights-of-entry have been acquired.

Very truly yours,

C G Polk

C. G. POLK
District Engineer

Arrangements have been made for this 20-foot width pavement, as a construction change

RECEIVED
MAY 21 1956
OREGON
STATE HIGHWAY COMMISSION

310-1726 Yoncalla (Hayhurst Rd.) 1956

4745

RECEIVED
FEB 18 1957
FOR FILING

FORM E30—50M—11-55—90224

253

# OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
February 15, 1957

**SUBJECT:** Assignment #253

**To:** Mr. Forrest Cooper
OFFICE

The city of Yoncalla was notified of its refund on the Hayhurst Road project previous to receipt of your assignment. A copy of the letter sent to the city is attached.

This completes assignment no. 253.

Clarence G. Swenson
Clarence G. Swenson
Acting Engr., County & City Relations

HCA:mm
Att.

RECEIVED
FEB 15 1957
OFFICE OF
STATE HIGHWAY ENGINEER

NOTED
FORREST COOPER

February 13, 1957

Mr. Keith O. Van Krevelen
City Recorder
Yoncalla, Oregon

Dear Sir:

Final costs are now available for the Special City Allotment project on Hayhurst Road and, under the terms of the agreement between the city and state, a refund i s now due the city.

As per the attached statement the total cost of the project was $15,451.48 and, as the city made an advance deposit of $3,553.94, a refund of $3,102.46 is due. A check in this amount will be forwarded to you within the next few days.

Very truly yours,

W. C. Williams
State Highway Engineer

By

Clarence O. Swenson
Acting Engr., County & City Relations

BCA:mm
Att.

February 13, 1957

OREGON STATE HIGHWAY DEPARTMENT ITEMIZED STATEMENT OF FINAL COSTS

YONCALLA: Special City Allotment Project
Grading and Paving: Hayhurst Road

Contract No. 4765

**PAYMENTS TO CONTRACTOR**

| | Item | Quantity | | @ | Total |
|---|---|---|---|---|---|
| 1. | Blade Grader | 16 | hrs. | $12.00 | $ 192.00 |
| 2. | Coarse crushed material in base | 1,304 | c.y. | 4.35 | 5,672.40 |
| 3. | 3/4"-0 crushed rock in base | 272 | c.y. | 4.50 | 1,224.00 |
| 4. | Sprinkling | 22 | M/gal. | 4.00 | 88.00 |
| 5. | Asphaltic concrete in mixture | 501.005 | Tons | 9.25 | 4,634.30 |
| 6. | 85-100 asphalt in mixture | 33.63 | Tons | 33.00 | 1,109.79 |

| | |
|---|---|
| Subtotal, Contract Items........ | $12,920.49 |
| Construction Engineering........ | 1,366.04 |
| Survey.......................... | 1,164.95 |
| Total Cost...................... | $15,451.48 |
| Agreed State Share.............. | 15,000.00 |
| City's Share of Cost............ | $ 451.48 |
| City's Advance Deposit.......... | 3,553.94 |
| REFUND DUE CITY................. | $ 3,102.46 |

HCA:mm

ASSIGNMENT

Date: **February 13, 1957** No. 253 By Je

Description: **Letter of February 8 by Keith O. Van Krevelen, City Recorder of Yoncalla, asking whether City has any refund coming on recent paving job on Hayhurst Road (Contract No. 4745)**

Acknowledged by____ Referred to **Swenson**

__Investigate and report with recommendation
__Such action as necessary and report
__Comment or recommendation
XXReturn with rough draft of reply
__Prepare reply for signature of Mr.________
__Contact correspondent and report

Remarks:

PLEASE RETURN TO
FORREST COOPER

Executed 2-15-57 Report Received________

---

NCALLA

YONCALLA, OREGON

8, 1957

PLEASE RETURN TO
FORREST COOPER

has instructed me to write to
paving job on the Hayhurst Road.
s with the Roseburg Paving Co.

know if the city has any refund
f the payment.

Sinderely,

Keith O. Van Krevelen

Keith O.Van Krevelen
City Recorder
Yoncalla, Oregon

RECEIVED
FEB 14 1957
ENGINEER
CO[illegible]

RECEIVED
[illegible] 1957
OREGON
STATE HIGHWAY COMMISSION

CITY OF YONCALLA
YONCALLA, OREGON

February 8, 1957

State of Oregon
State Highway Department
Salem, Oregon

PLEASE RETURN TO
FORREST COOPER

Dear Sirs:

The Yoncalla City Council has instructed me to write to you concerning the recent paving job on the Hayhurst Road. Your contract No. 4745 was with the Roseburg Paving Co.

The council would like to know if the city has any refund coming on their portion of the payment.

Sinderely,

Keith O. Van Krevelen
Keith O.Van Krevelen
City Recorder
Yoncalla, Oregon

RECEIVED
FEB 14 1957
ENGINEER
COU[illegible]

RECEIVED
[illegible] 1957
OREGON
STATE HIGHWAY COMMISSION

A

310-1726

OREGON STATE HIGHWAY DEPARTMENT
(date)
November 19, 1956

| | | | |
|---|---|---|---|
| (CONTRACT NO.) | (EST. NO.) | (CONTRACTOR) | |
| 4745 | 3-Final | Roseburg Paving Co. | |
| (VOUCHER NO.) | (WARRANT NO.) | (AMOUNT) | (DATE) |
| 24472 | H-165676 | $ 1,363.60 | 11/16/56 |

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

Ruth Rawlings
ACCOUNTING DIVISION

---

Specified completion Date: **Sept. 15, 1956**

Time Extensions: **None**

Completion Date: **Sept. 8, 1956**

Date Accepted: **Sept. 27, 1956**

Penalties: **None of record**

Claims: **None of record**

Remarks:

---

Date: **11-19-56**

To the Accounting Division:

Release of the above warrant is hereby authorized

H B Glaisyer
H. B. Glaisyer
Secretary

**Warrant Mailed:** NOV 20 1956

Ruth Rawlings

[illegible]

A

RECEIVED
NOV 2 1956
FOR FILING
[illegible]

November 2, 1956

CERTIFIED MAIL

American Automobile Insurance Co.
Box 1531
Portland, Oregon

Gentlemen:

State Highway Contract No. 4745 for paving on the Yoncalla (Hayhurst Road) City Street Section in Douglas County was completed by the contractor, Roseburg Paving Co., on September 8 and was formally accepted by the Highway Commission on September 27, 1956.

Final payment in the amount of $1,363.60 will be released to the contractor on or after November 12, 1956. The total contract amount is $12,920.49, and no force account work was performed on the project.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Rainier Agency
Douglas County State Bank Bldg.
Roseburg, Oregon

NOTED ON CARD

Form E-1—10M—1-56

310-1726

O GON STATE HIGHWAY DEPARTM

# Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending Sept. 21, 1956

Section Yoncalla (Hayhurst Road)
Highway City Street
Contractor Roseburg Paving Co.
Date of contract June 28, 1956
Date work started July 31, 1956
Project authorization $ 17,533.94
Exclusive of Engineering $ 16,305.66

Kind of work Paving
Section prefix 310-1726
Contract number 4745
Date of completion Sept. 15, 1956
Estimated date of completion Sept. 15, 1956
Per cent of time elapsed 100%

Estimated cost of completed project, exclusive of engineering $ 15,018.16
Estimated per cent ~~overrun~~ or underrun 10.5 %
Per cent of contract completed, based on total contract price 94.1 %
Engineering authorization $ 1,248.28
Engineering cost to date $ 1,195.00, 95.8 %
Date project was completed Sept. 8, 1956

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Contractor completed this project on Sept. 8, 1956.
Went over this project on Monday of this week with Mr. Chandler.
This will be the final weekly report for this project.

Noted
M. N. Juve

NOTED

NOTED
FORREST C

NOTED
L. H. Young

RECEIVED
OFFICE O

Signed
Address P.O. Box 551, Roseburg, Oregon

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

State Printing 28073

NOTED
V. D. WOLFE

|  | GRADING | SURFACING | MAINTENANCE MATERIALS | OIL AND BITUMINOUS MACADAM | PAVING |
|---|---|---|---|---|---|
| Miles in project |  | 0.26 |  |  | 0.26 |
| Miles partially completed |  |  |  |  |  |
| Miles completed |  | " |  |  | " |
| Total estimated quantities (contract) |  | 1970 cy |  |  | 570 tons |
| Total quantities corrected to date |  | 1674 |  |  | 505 |
| Estimated quantities moved or placed to date |  | 1576 |  |  | 500 |
| Average daily quantities |  | 0 |  |  | 0 |
| Average daily quantities necessary to complete project on time |  | 0 |  |  | 0 |
| Number shifts per day |  |  |  |  |  |
| Hours per shift |  |  |  |  |  |
| Average force on project for week |  |  |  |  |  |

Men

Supervision

Men and trucks under 3 tons

Men and trucks over 3 tons

Men and tractors

Equipment used during week: Shovels .........., Power graders .........., Rollers .........., Mixers .........., Crushing or screening plants ..........

Compressors .........., Bulldozers .........., Compaction rollers .........., . . . . .........., . . . . .........., . . . . ..........

|  | WEATHER | HRS. DELAY | CAUSE OF DELAY |
|---|---|---|---|
| Sunday | Fair |  |  |
| Monday | " |  |  |
| Tuesday | " |  |  |
| Wednesday | Cloudy |  |  |
| Thursday | Showers |  |  |
| Friday | Fair |  |  |
| Saturday |  |  |  |

RECEIVED
AUG 1 1956
FOR FILING

310-1726

4745

**OREGON STATE HIGHWAY DEPARTMENT**

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
July 30, 1956

SUBJECT: Hayhurst Road
Yoncalla City Street
Contract No. 4745

To:

Mr. Tom Edwards
Division Engineer
State Highway Department
Roseburg, Oregon

NOTED
W. C. WILLIAMS

Reference is made to Laboratory Reports No. 396040 and 396043, dated July 24, 1956 showing (1) a deficiency of material passing the ½" screen of 13.3 and 13.6 percent respectively, (2) a 19.9 percent excess of material retained on the 3/4" screen in the 3/4"-0 aggregate and (3) an excessive abrasion of 2.2 percent for the 2½"-0 crushed rock, all taken from stockpiles 3.0 miles east of Yoncalla at the Whipple Quarry.

Will you please instruct the resident engineer that the stockpiles, as represented by these tests are not acceptable, and that the contractor must find a more suitable aggregate.

Also, will you please have the resident engineer make preliminary screening tests at the source of aggregate, before submitting samples to the laboratory for confirming tests.

Forrest Cooper
Construction Engineer

By L. H. Young
L. H. Young
Ass't Construction Engineer

LHY-WCH:jc

cc to: W. C. Williams
Ray Webber

RECEIVED
JUL 31 1956
OFFICE OF
STATE HIGHWAY ENGINEER

A

RECEIVED
JUL 18 1956
FOR FILING

310-1726

4745

July 17, 1956

Roseburg Paving Co.
536 West Maple St.
Roseburg, Oregon

Gentlemen:

We enclose herewith for your files a fully executed copy of contract No. 4745, which was awarded to you by the State Highway Commission on June 28, for paving on the Yoncalla (Hayhurst Road) Section in Douglas County.

We are also sending a copy of this contract to the surety on your performance bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encl.

NOTED
Harold C. Ayers

July 2, 1956

Mrs. Lola M. Rodgers
City Recorder
Yoncalla, Oregon

J. F. HAGEMANN

NOTED
J. W. CATTRALL

Dear Madam:

We acknowledge receipt of the check in the amount of $3,553.94 as the advance deposit for reconstruction of Hayhurst Road in Yoncalla.

The project was awarded to the Roseburg Paving Company on June 28, 1956. Enclosed for your records is a copy of the contract and plans.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

John W. Cattrall
Engineer, County and City Relations

HCA:[redacted]
Encl.

CITY OF YONCALLA
YONCALLA, OREGON

June 27, 1956

Oregon State Highway Department
State Highway Building
Salem, Oregon

Dear Sirs:

I am enclosing a check for the sum of $3,553.94, for the portion of the paving of Hayhurst Road to be payed for by the City of Yoncalla.

Yours truly,

Lola M. Rodgers

Lola M. Rodgers
City Redorder

Yoncalla check No. 536
for $3553.94 rec. 6-28-56

RECEIVED
JUN 28 1956
OREGON
STATE HIGHWAY COMMISSION

RECE[illegible]
JUN 28 1956
ENGINEER
[illegible]

RECEIVED
JUN 28 1956
FOR FILING

[illegible]

[illegible]

June 28, 1956

Roseburg Paving Co.
1258 Maple St.
Roseburg, Oregon

Gentlemen:

The State Highway Commission on June 4, 1956 accepted your proposal for the Yoncalla (Hayhurst Rd.) Paving Project in Douglas County for the sum of $15,403.50 and referred it to the State Highway Engineer with authority to award the contract to you as soon as certain conditions had been fulfilled. This note is to inform you that such conditions have now been satisfied and that the State Highway Engineer today awarded you the contract in conformity with the Commission's authorization. This project has been assigned Contract No. 4745.

Contract forms are now being prepared in this office and will be mailed to you shortly for execution.

This confirms my wire to you of this date.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

blm

cc: Pac. Builder & Engineer, Inc.
2418 Third Ave.
Seattle 1, Wash.
Att. Dorothy McCormack

R. G. Savage, SIAC
Forrest Cooper
S. H. Probert

NOTED
J. Mc C.

RECEIVED

| DOMESTIC SERVICE | |
|---|---|
| Check the class of service desired; otherwise this message will be sent as a fast telegram | |
| TELEGRAM | |
| DAY LETTER | |
| NIGHT LETTER | |

S
S
E

# WESTERN UNION
## TELEGRAM

W. P. MARSHALL, PRESIDENT

1206 (4-55)

| INTERNATIONAL SERVICE | |
|---|---|
| Check the class of service desired; otherwise the message will be sent at the full rate | |
| FULL RATE | |
| LETTER TELEGRAM | |
| SHORE-SHIP | |

| NO. WDS.-CL. OF SVC. | PD. OR COLL. | CASH NO. | CHARGE TO THE ACCOUNT OF | TIME FILED |
|---|---|---|---|---|
| | | | | |

*Send the following message, subject to the terms on back hereof, which are hereby agreed to*

Salem, Oregon
June 28, 1956
2:10 p. m.

Roseburg Paving Co.
1258 Maple Street
Roseburg, Oregon

**Contract for Yoncalla (Hayhurst Rd.) Paving Project, Douglas County, for which you submitted low bid on June 4, 1956 awarded you today. Contract forms follow shortly.**

cc: Confirmation
Accounting (5003-900)
Files ✓
C. W. Head

H. B. Glaisyer, Secretary
OREGON STATE HIGHWAY COMM.

Enc.

RECEIVED
JUN 18 1956
FOR FILING

210-1726

4745

Yoncalla

June 18, 1956

Lola Rodgers, City Recorder
City Hall
Yoncalla, Oregon

Dear Madam:

We are enclosing herewith for the records and files of your City a fully executed copy of an agreement between the State Highway Commission and the City of Yoncalla covering the Special City Allotment project on Hayhurst Road from D Street to Anne Street in the City of Yoncalla.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

rn
Enc.

RECEIVED
JUN 25 1956
FOR FILING

| |
|---|
| 316-1726 |
| |
| 4745 |

Salem, Oregon
June 18, 1956

[illegible] 6-10-5

Special City Allotment Project (1956)
Yoncalla

Mr. John W. Cattrall
City & County Relations Dept.
Office

Attached hereto is a conformed copy of an agreement with the City of Yoncalla covering the Special Allotment project on Hayhurst Road from D Street to Anne Street in the City of Yoncalla.

A fully executed copy of the above agreement has been retained in this office for the Commission's files and one fully executed copy has been sent to the City Recorder, Yoncalla, Oregon.

Secretary

rn
Attach: 1

REFERRED TO Query
BY SECRETARY

To file

FORM E30—50M—2-55—62986

# OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
June 12, 1956

**SUBJECT:** Special City Allotment Project (1956)
Yoncalla

**To:** Mr. W. C. Williams
OFFICE

NOTED
W. C. WILLIAMS

REFERRED TO
Glaisyer
BY DEPUTY STATE HIGHWAY ENGINEER

Attached are two copies of an agreement covering the Special City Allotment project in Yoncalla.

Two copies of the agreement have been executed by the city and are now ready for presentation to the Highway Commission. Both copies require your signature of approval.

12-19-56

John D. Graham
John D. Graham
Office Engr., County & City Relations

JDG:mm
Att.

AUTHORIZED BY HIGHWAY COMMISSION
DATE 12-19-56 Minute Page 32
Secretary

NOTED
J. W. CATTRALL

June 6, 1956

NOTED
J. W. CATTRALL

Mrs. Lola M. Rodgers
City Recorder
Yoncalla, Oregon

Dear Madam:

On June 4, 1956 the State Highway Commission received bids on the Hayhurst Road paving project in Yoncalla. The low bid was submitted by Roseburg Paving Company and the revised estimate based on this bid is as follows:

| | |
|---|---|
| Contract Items | $15,403.50 |
| Flagging | 200.00 |
| Engineering & Contingencies | 1,950.44 |
| Survey | 1,000.00 |
| Total.......... | $18,553.94 |

As per the agreement between the City and State, the City is to pay all costs in excess of $15,000 and is to make this payment by means of an advance deposit. If the City desires to proceed with this project an advance deposit of $3,550 is required. Please make this deposit by means of a check made payable to the Oregon State Highway Commission.

Your immediate attention to this matter will be appreciated as a contract cannot be awarded until the deposit is in our hands.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

John W. Cattrall
Engineer, County and City Relations

HCA:mm

## ORDINANCE NO. 139 4-17-5

AN ORDINANCE PROVIDING FOR A FORM OF AGREEMENT BY AND BETWEEN THE CITY OF YONCALLA, OREGON AND THE STATE OF OREGON ACTING BY AND THROUGH ITS STATE HIGHWAY COMMISSION FOR THE IMPROVEMENT OF HAYHURST ROAD FROM "D" STREET TO ANN STREET. A DISTance of approximately 0.26 MILE AND DECLARING AN EMERGENCY.

Whereas the City of Yoncalla, Oregon has heretofore made an application to the State Highway Commission for assistance in repair or reconstructing under the provision of ORS 366.800 and ORS 366.805, and

Whereas the State Highway Commission has accepted such application for improvement of Hayhurst Road from " D " street to Ann street a distance of approximatelt 0.26 mile, and,

Whereas in the form of an agreement prepared by the State Highway Commission a copy marked exibit " A " is attached hereto and by this referenc made a part hereof, the State Highway Commission has agreed to pay the cost of the project up to $15,000.00 and the City of Yoncalla to pay all cost in the excess of $15,000.00, the City of Yoncalla, does ordain as follows:

Section 1. That that certain form of agreement hereinabove referred to be entered into by the City of Yoncalla, Oregon and the State of Oregon acting by and through the State Highway Commission providing for the improvement of Hayhurst Road and is hereby accepted and approved as submitted.

Section 2. The Mayor and Recorder are hereby authorized and directed to execute such agreement in triplicate and to deliver such agreement to the State Highway Commission for execution by the said Commission.

Section 3. Whereas it is necessary that said improvement be made in the Spring and Summer of 1956 which the weather permits, and whereas the State Highway Commission can not award a contract for said improvement until the said agreement has been executed by the Mayor and Recorder, thereby involving the peace, health and credit of the people of the City of Yoncalla Oregon and an emergency is hereby declared to exist and this ordinance shall be in full force and effect from and after its passage by the Common Council and approved by the Mayor as authorized by the Charter dated February 27, 1901; and as ammended by Charter sections 20 to 55 inclusive dated April 6, 1904.

Ayes 4

Nayes none

Submitted to and approved by the Mayor the 17 day of April 1956

Lola M. Rodgers
Lola M. Rodgers
Recorder

Herschel S. Phillips
Herschel S. Phillips
Mayor

NOTED
J. W. CATTRALL

April 12, 1956

NOTED

Mrs. Lola M. Rodgers
City Recorder
Yoncalla, Oregon

NOTED

Dear Madam:

The State Highway Commission plans to call for bids at its May meeting for the construction project on Hayhurst Road in Yoncalla. Enclosed are three copies of an agreement covering this project. The agreement is in accordance with the Special City Allotment project as requested by the City and approved by the State Highway Commission.

Will you please have the City Council pass an ordinance similar to the attached example authorizing the Mayor and Recorder to sign the enclosed agreement. Please include a copy of this ordinance with the signed copies of the agreement.

As the contract cannot be awarded until the signed agreement is in our hands, will you please have the City Council pass the ordinance and agreement, have the Mayor and Recorder sign the attached copies of the agreement, with their signatures attested by a third party, stamp with the City Seal, and return all three copies, with ordinance attached, to this office not later than May 18, 1956. After signature by the State Highway Commission a fully executed copy will be returned for the City's records.

Very truly yours,

R. H. Baldock
State Highway Engineer

By: John W. Cattrall
Engineer, County and City Relations

HCA:mm
Encl.

CITY OF YONCALLA
YONCALLA, OREGON

NOTED
[illegible]

March 27, 1956

NOT[illegible]
Harold C. Ayers

NOTED
J. W. CATTRALL

Mr. Harold [illegible]
County & City Relations Engineer
Oregon State Highway Department
Salem, Oregon

Dear Sir:

The City of Yoncalla would like [illegible] fifteen thousand dollars ($ 15,000.00) allotted [illegible] present pave[illegible] possible [illegible] Highway [illegible]. The City of Yoncalla [illegible] agrees to pay the amount ( [illegible] ) over the fifteen thousand allotted to us.

Respectfully,

Lola M. Rodgers
[illegible]
City of Yoncalla

NO[illegible]
J. F. HAGE[illegible]

CITY OF YONCALLA
YONCALLA, OREGON

February 4, 1956

John W. Cattrall
County & City Relations Engineer
Oregon State Highway Department
Salem, Oregon

Dear Sir:

Is there some arrangement that can be made for the City of Yoncalla to use a part of our Allotment of gas taxes for the paving of Hayhurst Road, until the project is completed and paid for.

Would it be possible for you to send someone to consult with the Councilmen concerning this subject? If it would be possible we would like to have them attend the council meeting, if this is not possible then perhaps a meeting with some of the councilmen can be arranged. There will be a Council meeting February seventh, at eight P. M. The next one will be March sixth at eight P. M.

The Council would greatly appreciate any information you can give us.

Yours truly,
Lola M. Rodgers
City Recorder

2-16-56
Contacted City officials and advised them no future Allocations of Gas Tax funds could be applied to present job beyond that, they have already received
HCA

RECEIVED
FEB 7 1956

RECEIVED
FEB 7 1956
OREGON
STATE HIGHWAY COMMISSION

no42

9-13-55

# Yoncalla

## Preliminary Estimate

Hay Hurst Road from "D" St. to West City limits a distance of approximately 0.46 mile

Grade, add 8" of base rock 24' to 26' width, 3" asphaltic concrete pavement 20' in width.

| Item | Quantity | $ | Total $ |
|---|---|---|---|
| Blade Grader | 24 hrs | 12.00 | 288.00 |
| 2½"-0 in base | 2200 cu yds | 3.50 | 7700.00 |
| 3/4"-0 in pav & shoulders | 700 cu yds | 4.00 | 2800.00 |
| Sprinkling | 70 M gal | 4.00 | 280.00 |
| Class "B" asphaltic Concrete | 1000 tons | 10.00 | 10000.00 |
| R.S. 2 in binder | 9 tons | 60.00 | 540.00 |
| RS 2 asphalt in seal coat | 5 tons | 60.00 | 300.00 |
| Aggregate in seal coat | 22 cu yds | 7.00 | 154.00 |
| | Const cost | | $22062.00 |
| | 12½% E & C | | 2757.75 |
| | Survey | ~~650~~ | 950.00 ~~[illegible]~~ |
| | Flagging | | 200.00 |
| | | | $25,669.75 |

Total Prel. Est $25,700

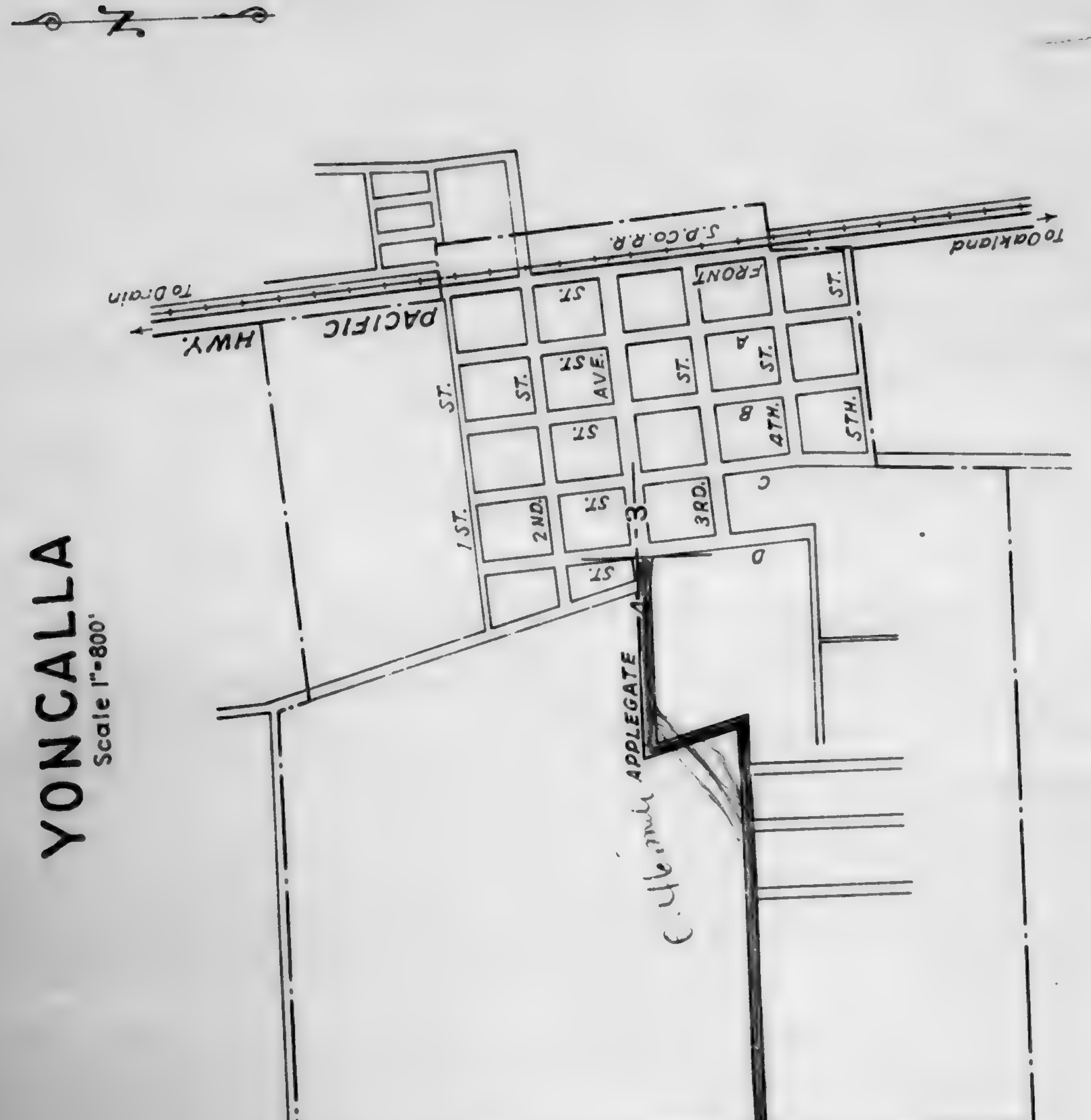
Chas. Hodgens.
Bud Daughtery – Std [illegible]

Nc. 42

2.

9-1-55
Webber says 8" – 2½ – 0
1½ – 3/4
3" – ac

Rev. 8-8 49



16 truck
48 truck

County charges complete
½ mile of UC – 20' wide

CITY OF YONCALLA
YONCALLA, OREGON

RECEIVED
SEP 13 1955

September 13, 1955.

John W. Cattrall, Engineer
State Highway Department
Salem, Oregon

Dear Mr. Cattrall:

At the last regular meeting of the City Council on September 6, 1955, a motion was passed to accept the financial responsibility next year for the amount of money this city would be asked to pay for the paving of Hayhurst Road, in excess of an allotment allowance granted to the city by the state.

The council members understand the conditions under which this city can be considered for this allotment aid and have asked me to send you this letter to verify their request for the city of Yoncalla to be placed on the list of applicants for this project.

They also wish to thank you for the recent interview with one of the councilmen, concerning the merits of their proposed paving project.

Sincerely,

June Bowman

June Bowman
City Recorder

RECEIVED
SEP 11 1955
OREGON
STATE HIGHWAY COMMISSION

No. 42

$250,000 ('56) Yoncalla 8-31-55

Investigated condition and use of Hay Hurst Road then called on Bud. Daugherty, City Councilman, Mr. Chas Hedgers not available in daytime.

The County has just finished grading and paving with asphaltic concrete the ½ mile just west of the City limits and have started to grade additional mileage.

This road leads into a heavily timbered area and the Yoncalla Lumber Co. advised that at present 16 trucks were making 3 trips each hauling logs to the mill and that the amount of traffic would increase as time passes, as the chief supply of logs lies westerly of Yoncalla, also there has been many low class homes recently built in the area.

The street was in poor condition, County as a favor to city has done considerable grading of the City street, and the City officials stated that most of their past 3 year street tax funds had been expended on Hay Hurst Road.

Believe we are justified in recommending a project on this street

H C Layes

10-10-55

Talked the project over with Tom Edward & Morgan they asked for $650.00 for survey.

HCL

7-5-55

# RESOLUTION

WHEREAS, Section 2, Chapter 371, Oregon Laws 1943, as amended by Section 1, Chapter 149, Oregon Laws 1949, provides that:

> "Beginning with the year 1949 and annually thereafter there shall be and hereby is appropriated out of the state highway fund such sums of money as will equal 10 per cent of all moneys credited to the state highway fund by the state treasurer between January 1 and December 31 of each year and which have accrued from funds transferred to the state highway fund by the state treasurer under the provisions of section 115-135, O.C.L.A.; section 15, chapter 413, Oregon Laws 1945, as amended by section 4, chapter 114, Oregon Laws 1947; and section 29, chapter 467, Oregon Laws 1947; and from fines and penalties collected for violations of the motor vehicle and transportation laws. Such appropriation shall be distributed among the several cities as provided in this act."

and

WHEREAS, Section 3, Chapter 371, Oregon Laws 1943, as amended by Section 2, Chapter 149, Oregon Laws 1949, provides that:

> "Such appropriation shall be allocated to the cities as follows: The sum of two hundred fifty thousand dollars ($250,000) shall be withdrawn from such appropriation each year and set up in a separate account to be administered by the state highway commission. Such account shall be spent each year by such commission upon streets not a part of the state highway system within cities which are receiving excessive wear through sudden increases in population in the area or heavy and unusual industrial traffic. Such commission shall determine the distribution of such expenditures after considering applications made to it therefor from the cities. The balance remaining in such appropriation after the withdrawal of said two hundred fifty thousand dollars ($250,000) shall be distributed to all of the cities. Each city shall receive such share of the balance as its population bears to the total population of the cities."

and

WHEREAS, the City of YONCALLA is an incorporated city of the State of Oregon, and has a population of 626, as given by the latest official census, and

WHEREAS, the following streets of said city, HAYHURST ROAD (AND)

Form cc-50 (1953 Rev.)
Special City Allotment

APPLEGATE AVE. WEST FROM "D" STREET

are not a part or parts of the state highway system, but are streets under the jurisdiction and control of said city which are "receiving excessive wear through sudden increase in population in the area, or heavy and unusual industrial traffic," and

WHEREAS, said streets are and each of them is in need of repair, reconditioning and other major improvement,

NOW, THEREFORE, the members of the City Council, in regular or special session assembled, do hereby find, declare and resolve:

1. That the following named streets of said city, to wit:

HAYHURST ROAD (AND)

APPLEGATE AVE. WEST FROM "D" STREET

are in need of repair, reconditioning, and other major improvement.

2. That said streets are in their present state and condition of disrepair by reason of excessive wear through sudden increases in population in the area, or heavy and unusual industrial traffic.

3. That the Oregon State Highway Commission hereby is respectfully

requested to consider and declare said streets as qualified for reconditioning, repair, and other improvement out of funds allocated and made available by and through the said $250,000 appropriation of state highway revenues which is to be administered and spent by the Highway Commission.

4. That the City of YONCALLA does hereby offer to the State Highway Commission, and does hereby pledge complete cooperation and assistance to the end that said city may share and participate in the use and benefit of said special fund and appropriation; and therefore does designate CHARLES HEDGERS as the official representative of the city in all negotiations resulting from this request.

Passed and approved this 5TH day of JULY, 1955.

There is attached hereto and made a part hereof, a city map on which is indicated the street, streets, road, or roads described in this resolution.

---

I hereby certify that the foregoing resolution was passed and approved by the City Council of the City of YONCALLA at a regular or special meeting of said Council, held on the 5TH day of JULY, 1955, and the above copy is a true and correct copy of the original and of the whole thereof.

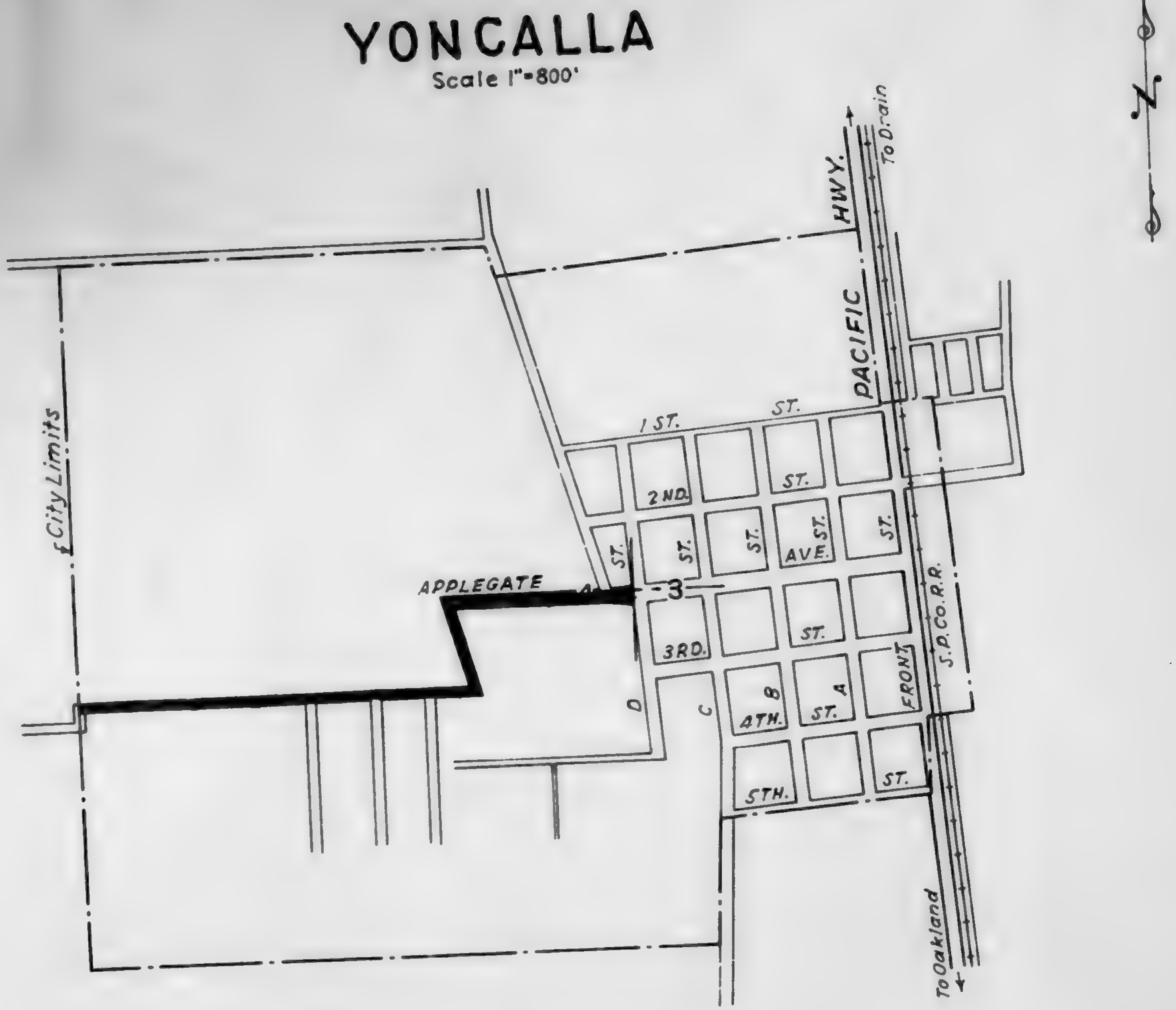
Dated this 20TH day of JULY, 1955.

June Bowman
City Recorder

Form cc-50 (1953 Rev.)

# YONCALLA

Scale 1"=800'



Rev. 8-8 49

ER-6 (1) Sunset Junction Slide Section 1956

#4746

RECEIVED
SEP 9 1957
FOR FILING

A

August 30, 1957

Sunset Junction Slide
Contract #4746

FINAL COST ANLAYSIS
Clearing, Grading and Oiling
J. N. Conley, Contractor
Ed Hall, Resident Engineer

W C WILLIAMS

Fishhawk Falls Highway
Prefix ER-6(1) No.104-1119

| Item 4711 | Quantity | Unit | Unit Cost | Unit Bid | Total Cost | Gross Revenue |
|---|---|---|---|---|---|---|
| Clearing & Grubbing | 100% | All | $ 1,584.57 | $ 3,300.00 | $ 1,584.57 | $ 3,300.00 |
| Drainage Excavation | 192.23 | Cu.Yd. | .83 | 4.90 | 160.17 | 941.93 |
| General Excavation | 8,856.6 | Cu.Yd. | .905 | .97 | 8,019.69 | 8,590.90 |
| Truck Haul | 2,863.5 | Yd.Mi. | .242 | .37 | 692.34 | 1,059.50 |
| Finishing Roadbed & slopes | .21 | Mile | 924.38 | 1,000.00 | 194.12 | 210.00 |
| 18" Corr. Metal Pipe | 110 | Lin.Ft. | 4.55 | 5.40 | 500.29 | 594.00 |
| 24" Corr. Metal Pipe | 25 | Lin.Ft. | 6.56 | 9.50 | 164.11 | 237.50 |
| 18" Half Circle C.M.P. | 50 | Lin.Ft. | 4.78 | 5.30 | 238.81 | 265.00 |
| 8" Perf. Metal Drain Pipe Uncl. | 492 | Lin.Ft. | 1.86 | 2.40 | 914.40 | 1,180.80 |
| Spec. backfill in drains | 61 | Cu.Yd. | 6.41 | 9.00 | 391.13 | 549.00 |
| Metal Guardrail | 600 | Lin.Ft. | 2.91 | 3.90 | 1,744.65 | 2,340.00 |
| Metal Sight Posts | 10 | Each | 3.63 | 5.00 | 36.28 | 50.00 |
| Coarse Cr. Mat'ls in base | 1,412 | Cu.Yd. | 3.24 | 3.80 | 4,577.81 | 5,365.60 |
| 3/4"-0 Mat'l in base | 252 | Cu.Yd. | 3.48 | 3.95 | 876.21 | 995.40 |
| Sprinkling | 14.4 | M/Gal. | 3.69 | 3.00 | 53.10 | 43.20 |
| Furnish & Placing aggregates | 49.5 | Cu.Yd. | 6.70 | 6.70 | 331.65 | 331.65 |
| P.A.1 Purchase Excess 18" C.M.P. | 22 | Lin.Ft. | 3.10 | 3.10 | 68.20 | 68.20 |
| P.A.1 Purchase Excess 8" Perf. Metal drain pipe | 40 | Lin.Ft. | 1.27 | 1.27 | 50.80 | 50.80 |
| P.A.2 120-150 Asphalt | 12.43 | Ton | 70.00 | 70.00 | 870.11 | 870.10 |
| P.A.3 Haul & Place State Furn. aggregates | 73 | Cu. Yd. | 4.45 | 4.45 | 324.85 | 324.85 |
| Force Account | | | | | 987.41 | 1,071.85 |
| | | | | | $22,780.69 | $28,440.28 |

RECEIVED
SEP 6 - 1957
OFFICE OF
STATE HIGHWAY ENGINEER

D

Contract #4746

| | |
|---|---|
| Gross Revenue | $28,440.28 |
| Total Cost | 22,780.69 |
| Net Profit | $ 5,659.59 |

Net Profit equals 19.9% of Gross Revenue

## Detail of Cost

## Contract #4746

| | | | |
|---|---|---|---|
| Labor: | | | |
| Labor & Supervision | | $ 5,476.34 | |
| Labor Insurance (10.6%) | | 557.14 | |
| | | | $6,033.48 |
| Equipment Rental & Misc. Supplies: | | | |
| Equipment Rental | | 4,986.34 | |
| Gas, Oil & Grease | | 1,382.80 | |
| Bond | | 199.08 | |
| P.L. & P.D. | | 72.66 | |
| Move in | | 669.49 | |
| Office Overhead | | 853.20 | |
| | | | 8,163.57 |
| Force Account | | | 898.40 |
| Materials: | | | |
| 18" C.M.P. | 132 Lin.Ft. at $3.10 | 409.20 | |
| 24" C.M.P. | 25 Lin. Ft. at $4.83 | 120.75 | |
| 18" Half Circle C.M.P. | 50 Lin. Ft. at $1.86 | 93.00 | |
| 8" Perf. Metal drain pipe | 532 Lin. Ft. at $1.27 | 675.64 | |
| Special Backfill in drains | 61 Cu.Yd. at $2.75 | 167.75 | |
| Metal Guardrail | 600 Lin.Ft. at $1.35 | 810.00 | |
| Metal Sight Posts | 10 at $1.23 each | 12.30 | |
| Coarse Crushed Mat'l in base | 1,412 Cu.Yd. at $2.25 | 3,177.00 | |
| 3/4"-0 Mat'l. in Base | 252 Cu.Yd. at $2.75 | 693.00 | |
| | | | 6,158.64 |
| Work done by Horton & Son | | | 1,526.60 |
| TOTAL COST ........................................................ | | | $22,780.69 |

Remarks:

This project is a "Federal Aid Secondary Emergency Relief Project" calling for construction of 0.21 of highway roadbed, involving approximately 6,600 cu. yds. of excavation, construct .21 mile of stone base, involving approximately 2,040 cu. yds. of crushed rock materials and type O-11 oil mat wearing surface.

The southerly end of the project is at station 6+00, which station is 0.11 mile northerly of the junction of the Fishhawk Falls and Sunset Highways, about 2.3 miles east of Elsie. The northerly end of the project is Sta. 51+00, which station is 0.96 mile northerly of the above mentioned junction and about 8 miles south of Jewell. The overall length of the project is 0.85 mile, the net length of the grading and oiling work is 0.21 mile. No work was performed between Sta. 13+00 and 47+00, a distance of 0.64 mile.

The contract was bid and awarded July 12, 1956 and contractor started clear= ing July 27, 1956 and was completed July 11, 1957.

This project was bid in conjunction with Humbug Summit and equipment and labor was transfered from one contract to other. Clearing and excavation progressed rather rapidly and all work but oiling was done in 1956. Oiling and placing of oil aggregates was all that remained to be done. Horton & Sons moved in on project July 10 and completed oiling and placing aggregate July 11, 1957. Items 16, P.A.2 and P.A.3 were done at bid prices. Sprinkling shows a loss due to small amount of water hauled. Equipment used on job-Loader, 2 trucks, 2-D8 with dozers, Model 12 Blade, 3 wheel roller, 3/4 Cu. Yd. shovel, water wagon, pickup and misc. small tools.

Good supervision and equipment in good shape contributed to good profit.

M. N. Juve
Chief Cost Analyst

By .. H. R. Sturgis

RECEIVED
1957

file

OREGON STATE HIGHWAY DEPARTMENT
(date)
August 20, 1957

| | | | |
|---|---|---|---|
| (CONTRACT NO.) E.R.6(1) | (EST. NO.) | (CONTRACTOR) | |
| 4746 4746 | 7-Final | J. N. Conley | |
| (VOUCHER NO.) | (WARRANT NO.) | (AMOUNT) | (DATE) |
| 18965 | H-189515 | $ 876.97 | 8/20/57 |

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

Ruth Rawlings
ACCOUNTING DIVISION

---

Specified completion Date: 53 workdays from 8-1-56

Time Extensions: None

Completion Date: July 11, 1957

Date Accepted: Sept. 12, 1957

Penalties: None of record

Claims: None of record

Remarks:

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Date: Sept. 30, 1957

To the Accounting Division:

Release of the above warrant is hereby authorized

H. B. Glaisyer
Secretary

Warrant Mailed: SEP 30 1957

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[illegible]

474

August 12, 1957

CERTIFIED MAIL

General Casualty Co. of America
Portland Service Office
209 S. W. Fourth Ave.
Portland 4, Oregon

Attn.: Mr. G. H. Burnett

Gentlemen:

State Highway Contract No. 4746 for work performed on the Sunset Junction Slide Section of the Fishhawk Falls Highway in Clatsop County was completed by the contractor, J. N. Conley, on July 11, 1957 but has not as yet been accepted by the Commission.

Final payment in the amount of $876.97 will be released to the contractor after acceptance by the Commission. The total contract amount is $28,440.28, of which amount $1,071.85 represents force account items.

The State is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the State assumes no responsibility for such claims should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

NOTED ON CARD
cms

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JUL 30 1957
FOR FILING

4/4

July 29, 1957

CERTIFIED MAIL

General Casualty Company of America
Portland Service Office
209 S. W. Fourth Ave.
Portland 4, Oregon

Attn.: Mr. G. H. Burnett

Gentlemen:

The State Highway Commission is prepared to release semi-final payment to J. N. Conley in connection with Contract No. 4746, for grading and oiling on the Sunset Junction Slide Section of the Fishhawk Falls Highway in Clatsop County. This payment, in the amount of $2,527.88, will be released to the contractor on or after August 8, 1957. The retained percentage is $852.47.

The State is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the State assumes no responsibility for such claims should there be any.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

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NOTED ON CARD
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Form E-1—10M—12-56

OREGON STATE HIGHWAY DEPARTMENT

# Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending July 19, 1957

Section Sunset Junction Slide

Highway Fishhawk Falls County Clatsop

Contractor J.N. Conley

Date of contract July 12, 1956

Date work started July 26, 1956

Project authorization $32,370.75

Exclusive of engineering $30,068.83

Kind of work Grading & Oiling

Section prefix 104-1119

Contract number 4746

Specified work days 53

Work days used 49

Per cent of time elapsed 92 %

Estimated cost of completed project, exclusive of engineering $ 28,622.65

Estimated per cent ~~overrun~~ or underrun 4.8 %

Per cent of contract completed, based on total contract price 100 %

Engineering authorization $2,301.92

Engineering cost to date $2,840.00, 123.4 %

Date project was completed July 11, 1957

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General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Semi-final estimate completed and submitted to Salem, July 18, 1957.

Final Report

RECEIVED
JUL 22 1957
OFFICE OF
DIVISION ENGINEER
DIVISION NO. 2

NOTED

CONSTRUCTION DIVISION
RECEIVED
JUL 22 1957
NOTED ☐ CE ☐ ACE ☐ ACE ☐ ☐ CCE

Noted
M. N. Juve

NOTED
C. E. PAULSEN

Signed Res. Engr.

Address P.O. Box 543 Astoria

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

State Printing 136

| | GRADING | SURFACING | MAINTENANCE MATERIALS | OIL AND BITUMINOUS MACADAM | PAVING |
|---|---|---|---|---|---|
| Miles in project | 0.21 | 0.21 | | 0.21 | |
| Miles partially completed | | | | | |
| Miles completed | 0.21 | 0.21 | | 0.21 | |
| Total estimated quantities (contract) | 6,600 C.Y. | 2,040 C.Y. | | 12 T | |
| Total quantities corrected to date | 8,856.6 C.Y. | 1,664 C.Y. | | 12.08 T | |
| Estimated quantities moved or placed to date | 8,856.6 C.Y. | 1,664 C.Y. | | 12.08 T | |
| Average daily quantities | | | | | |
| Average daily quantities necessary to complete project on time | | | | | |
| Number shifts per day | | | | | |
| Hours per shift | | | | | |
| Average force on project for week | | | | | |

Men

Supervision

Men and trucks under 3 tons

Men and trucks over 3 tons

Men and tractors

Equipment used during week: Shovels .........., Power graders .........., Rollers .........., Mixers .........., Crushing or screening plants ..........

Compressors .........., Bulldozers .........., Compaction rollers .........., . . . . .........., . . . . .........., . . . . ..........

| | WEATHER | HRS. DELAY | CAUSE OF DELAY |
|---|---|---|---|
| Sunday | Cloudy | | |
| Monday | Cloudy | | |
| Tuesday | Cloudy | | |
| Wednesday | Clear | | |
| Thursday | Cloudy | | |
| Friday | Cloudy | | |
| Saturday | | | |

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JUL 19 1957
FOR FILING

ER 6(1)

4746

July 16, 1957

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

This is to advise you that work was completed on July 11, 1957, on Contract No. 4746, Sunset Junction Slide Section in Clatsop County, in connection with Federal Aid Project No. ER-6(1).

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

cc: Clarence G. Swenson

DBP:cr

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DEC 21 1956
FOR FILING

ER-6(1)

4746

December 19,1956

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for Extra Work No. 2 covering removal and disposal of danger trees on the Sunset Junction Slide Section of the Fishhawk Falls Highway in Clatsop County, Contract No. 4746, in connection with Federal Aid Project No. ER - 6(1).

This work is necessary to remove danger trees outside of the clearing limits of the contract, but within danger limits of the highway.

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

DBF:car
Encl.

CP 18-2226

Form PR 2 (Revised 1950)

State Oregon
Project No. ER-6(1)

U. S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

# PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 28th day of September, 1956, by and between The Oregon State Highway Commission, constituting for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Commissioner of Public Roads, Bureau of Public Roads, Department of Commerce, hereinafter called the Commissioner, pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), and acts amendatory thereof or supplementary thereto:

Whereas the Highway Department of said State submitted on the 8th day of February, 1956, a program, which was approved on the 15th day of February, 1956, for the project hereinafter described; and

Whereas the Highway Department, in accordance with the regulations promulgated for the administration of the act, has furnished surveys, plans, specifications, and/or estimates for said project; and

Whereas the District Engineer of the Bureau of Public Roads approved said surveys, plans, specifications, and/or estimates on the 4th day of May, 1956, and the sum of fifteen thousand, and 00/100 dollars ($15,000.00) as the share of the United States payable under said act on account of said project which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Commissioner do hereby mutually agree as follows:

## FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department for said project have been made available in the following manner, to wit:

(*a*) By the State Chapter 175, Laws 1917; Chapter 31, Laws 1920; (Include date and citation of Chapter 529, Laws 1939. act of legislature by which authorized)

(*b*) From other sources

(State how placed under direct control of Highway Department)

## WORK EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following work as described in detail in said surveys, plans, specifications, and/or estimates:

~~Between~~ Flood damage repair between Stations 6+00 and 51+00, west of Elsie,

, length 0.208 miles, in Clatsop County, being Oregon project No. ER-6(1), consisting of 0.208 miles of roadway and no bridges, ~~each~~ of more than 20 feet clear span, ~~or a mile in length~~.

## CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are by reference made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Bureau of Public Roads and in accordance with the laws of said State, Federal regulations hereinbefore mentioned, and the following conditions:

(*a*) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account shall be approved by the Bureau of Public Roads.

## UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the work covered by this agreement shall not in any event exceed the sum of

fifteen thousand, and 00/100

dollars ($15,000.00), which does not exceed the authorized Federal pro rata share of

thirty thousand, five hundred fifty one and 40/100

dollars ($30,551.40), the approved total estimated cost of said project.

## PAYMENTS

ARTICLE V. As the work on said project progresses, the Bureau of Public Roads shall from time to time submit vouchers to the Secretary of the Treasury for the payment to

the State Treasurer

(Official or depository)

hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of Oregon

(Name)

of such sums as shall not, together with previous payments, exceed the United States pro rata share as above specified, of the value, as determined by the Bureau of Public Roads after inspection and approval, of the labor and materials which have actually been put into said work in compliance with the requirements of Article III hereof.

The Commissioner reserves the right to withhold such sum as he may deem necessary to insure completion of the work in compliance with this agreement.

## MAINTENANCE OF PROJECT

ARTICLE VI. The Highway Department will maintain said project in compliance with said act of July 11, 1916, and acts amendatory thereof or supplementary thereto, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit:

(Include reference to statute authorizing

Chapter 529, Laws 1939.

funds and probable amount annually available)

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project.

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. 112.

In witness whereof the parties have hereunto affixed their signatures as of the day and year first above written.

OREGON STATE HIGHWAY COMMISSION
(Official title of Highway Department)

By
Chairman, State Highway Commission
(Title of officer)

By Chas H Reynolds
Member, State Highway Commission
(Title of officer)

By
Member, State Highway Commission
(Title of officer)

By
(Title of officer)

By
(Title of officer)

Attest
SECRETARY

RECOMMENDED FOR APPROVAL:
STATE HIGHWAY ENGINEER

COMMISSIONER OF PUBLIC ROADS,

By
*Division Engineer,*
*Bureau of Public Roads.*

SEP 4 1956
DISTRICT

August 27, 1956

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

We are enclosing four copies of estimate as a basis for project agreement for the Sunset Junction Slide Section, Project No. ER-6(1).

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

EMC:ia

Encl.

Oregon State Highway Department

Federal Aid Project
No. ER-6(1)

## SUNSET JUNCTION SLIDE SECTION

## OF THE FISHHAWK FALLS HIGHWAY IN CLATSOP COUNTY

(Estimate as a basis for project agreement. Based on low bid prices.)

Salem, Oregon, August 23, 1956

Type Code 5231
Roadway (Sta. 6+00 to Sta. 13+00)(Sta. 47+00 to Sta. 51+00)(Contract No. 4746)

| | | | | |
|---|---|---|---|---|
| All | Required | Clearing and Grubbing | | $ 3,300.00 |
| 200 | cu. yds. | Drainage Excavation, Unclassified | $ 4.90 | 980.00 |
| 6,600 | cu. yds. | General Excavation, Unclassified | 0.97 | 6,402.00 |
| 2,100 | yd.mi. | Truck Haul | 0.37 | 777.00 |
| 0.21 | mile | Finishing Roadbed and Slopes | 1,000.00 | 210.00 |
| 150 | lin. ft. | 18-inch Corrugated Metal Pipe | 5.40 | 810.00 |
| 24 | lin. ft. | 24-inch Corrugated Metal Pipe | 9.50 | 228.00 |
| 60 | lin. ft. | 18-inch Half Circle Corrugated Metal Pipe | 5.30 | 318.00 |
| 590 | lin. ft. | 8-inch Perforated Metal Drain Pipe | 2.40 | 1,416.00 |
| 50 | cu. yds. | Special Backfill in Drains | 9.00 | 450.00 |
| 660 | lin. ft. | Metal Guard Rail | 3.90 | 2,574.00 |
| 12 | only | Metal Sight Posts | 5.00 | 60.00 |
| 1,800 | cu. yds. | Coarse Crushed Material in Base | 3.80 | 6,840.00 |
| 240 | cu. yds. | 3/4" - 0 Material in Base | 3.95 | 948.00 |
| 50 | M-gal. | Sprinkling | 3.00 | 150.00 |
| 130 | cu. yds. | Furnishing and Placing Aggregates | 6.70 | 871.00 |
| 12 | tons | 150-200 Asphalt | 70.00 | 840.00 |
| | | | | $ 27,174.00 |
| All | Required | Flagging (State Share) | | 600.00 |
| | | Subtotal | | $ 27,774.00 |
| | | 10% Engr. & Cont. | | 2,777.40 |
| | | Total | | $ 30,551.40 |

Length of Roadway 0.208 mile
Cost of Roadway per mile $146,881.73

Federal Funds- - - - - - - - - - - - - - - - - - - - - - - - - $ 15,000.00
State Funds- - - - - - - - - - - - - - - - - - - - - - - - - - 15,551.40

$ 30,551.40

State Funds for Const: Chap. 175, laws 1917; Chap. 31, laws 1920; Chap. 529, laws 1939.

State Funds for Maint: Chap. 529, laws 1939.

Oregon State Highway Department

Federal Aid
Project No. ER-6(1)

## SUNSET JUNCTION SLIDE SECTION OF THE FISHHAWK FALLS HIGHWAY IN CLATSOP COUNTY

(Estimate to accompany plans and specifications. Not as a basis for project agreement.)

May 3, 1956

Type Code 5231
Roadway (Sta. 6+00 to Sta. 13+00)(Sta. 47+00 to Sta. 51+00)

| | | | |
|---|---|---|---|
| All Required | Clearing and Grubbing | | $ 500.00 |
| 200 cu. yds. | Drainage Excavation, Unclassified | $ 3.00 | 600.00 |
| 6,600 cu. yds. | General Excavation, Unclassified | 0.60 | 3,960.00 |
| 2,100 yd. mi. | Truck Haul | 0.25 | 525.00 |
| 0.21 mile | Finishing Roadbed and Slopes | 1,000.00 | 210.00 |
| 150 lin. ft. | 18 Inch Corrugated Metal Pipe | 4.50 | 675.00 |
| 24 lin. ft. | 24 Inch Corrugated Metal Pipe | 6.50 | 156.00 |
| 60 lin. ft. | 18 Inch Half-circle Corrugated Metal Pipe | 3.50 | 210.00 |
| 590 lin. ft. | 8 Inch Perforated Metal Drain Pipe | 2.00 | 1,180.00 |
| 50 cu. yds. | Special Backfill in Drains | 6.00 | 300.00 |
| 660 lin. ft. | Metal Guard Rail | 2.50 | 1,650.00 |
| 12 only | Metal Sight Posts | 2.50 | 30.00 |
| 1,800 cu. yds. | Coarse Crushed Material in Base | 4.75 | 8,550.00 |
| 240 cu. yds. | 3/4" - 0 Material in Base | 5.00 | 1,200.00 |
| 50 M-gal. | Sprinkling | 3.00 | 150.00 |
| 130 cu. yds. | Furnishing and Placing Aggregates | 6.00 | 780.00 |
| 12 tons | 150-200 Asphalt | 90.00 | 1,080.00 |
| | | | $ 21,756.00 |
| All Required | Flagging (State Share) | | 600.00 |
| | Subtotal | | $ 22,356.00 |
| | 10% Engr. & Cont. | | 2,235.60 |
| | Total | | $ 24,591.60 |

Length of Roadway 0.208 Mile
Cost of Roadway Per Mile $118,228.84

| | |
|---|---|
| Federal Funds . . . . . . . . . . . . . . . . . . . . . . . . . . . . . | $ 12,000.00 |
| State Funds . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . | $ 12,591.60 |
| | $ 24,591.60 |

Oregon State Highway Department

Federal Aid Project
No. ER-6(1)

## SUNSET JUNCTION SLIDE SECTION

## OF THE FISHHAWK FALLS HIGHWAY IN CLATSOP COUNTY

(Estimate to accompany plans and specifications. Not as a basis for project agreement.)

Salem, Oregon June 19, 1956

Type Code 5231
Roadway (Sta. 6+00 to Sta. 13+00)(Sta. 47+00 to Sta. 51+00)

| | | | |
|---|---|---|---|
| All Required | Clearing and Grubbing | $ | $ 2,500.00 |
| 200 cu. yds. | Drainage Excavation, Unclassified | 3.00 | 600.00 |
| 6,600 cu.yds. | General Excavation, Unclassified | 1.10 | 7,260.00 |
| 2,100 yd. mi. | Truck Haul | 0.25 | 525.00 |
| 0.21 mile | Finishing Roadbed and Slopes | 1,000.00 | 210.00 |
| 150 lin. ft. | 18-inch Corrugated Metal Pipe | 4.50 | 675.00 |
| 24 lin. ft. | 24-inch Corrugated Metal Pipe | 6.50 | 156.00 |
| 60 lin. ft. | 18-inch Half-Circle Corrugated Metal Pipe | 3.50 | 210.00 |
| 590 lin. ft. | 8-inch Perforated Metal Drain Pipe | 2.00 | 1,180.00 |
| 50 cu. yds. | Special Backfill in Drains | 6.00 | 300.00 |
| 660 lin. ft. | Metal Guard Rail | 2.50 | 1,650.00 |
| 12 only | Metal Sight Posts | 2.50 | 30.00 |
| 1,800 cu. yds. | Coarse Crushed Material in Base | 4.75 | 8,550.00 |
| 240 cu. yds. | 3/4" - 0 Material in Base | 5.00 | 1,200.00 |
| 50 M-gal. | Sprinkling | 3.00 | 150.00 |
| 130 cu. yds. | Furnishing and Placing Aggregates | 6.00 | 780.00 |
| 12 tons | 150-200 Asphalt | 90.00 | 1,080.00 |
| | | | $ 27,056.00 |
| All Required | Flagging (State Share) | | 600.00 |
| | Subtotal | | $ 27,656.00 |
| | 10% Engr. & Cont. | | 2,765.60 |
| | Total | | $ 30,421.60 |

Length of Roadway 0.208 mile
Cost of Roadway per mile $146,257.69

| | |
|---|---|
| Federal Funds- - - - - - - - - - - - - - - - - - - - - - - - - - - - | $ 15,000.00 |
| State Funds- - - - - - - - - - - - - - - - - - - - - - - - - - - - - | 15,421.60 |
| | $ 30,421.60 |

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AUG 14 1956
FOR FILING

August 13, 1956

Mr. J. N. Conley
4332 N. E. Royal Court
Portland 13, Oregon

Dear Sir:

We enclose herewith for your files a fully executed copy of contract No. 4746, which was awarded to you by the State Highway Commission on July 12, for grading and oiling on the Sunset Junction Slide Section of the Fishhawk Falls Highway in Clatsop County.

We are also sending a copy of this contract to the surety on your performance bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encl.

RECEIVED
AUG 1 1956

FOR FILING

ER-6 (1)

4746

July 31, 1956

Mr. C. C. Polk
District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

This is to advise you that work was started on July 27, 1956 on Contract No. 4746, Sunset Junction Slide Section, in Clatsop County, in connection with Federal Aid Project No. ER-6(1).

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Deputy State Highway Engineer

WCW:ch

RECEIVED
AUG 1 1956
FOR FILING
ER-6 (1)
4746

July 31, 1956

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order For Extra Work No. 1 covering State share of flagging costs on the Sunset Junction Slide Section of the Fishhawk Falls Highway in Clatsop County, Contract No. 4746, in connection with Federal Aid Project No. ER-6(1).

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Deputy State Highway Engineer

[illegible]

Encl.

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RECEIVED
JUL 16 1956
FOR FILING

EK-6 [illegible]

[illegible]

July 16, 1956

Mr. J. N. Conley
4332 N. E. Royal Court
Portland 13, Oregon

Dear Mr. Conley:

The State Highway Commission on July 12, 1956 awarded to you State Highway Contract No. 4746 for grading and oiling the Sunset Junction Slide Section of the Fishhawk Falls Highway in Clatsop County.

This award was based on your bid of $27, 174 which was the low bid submitted to the Commission on that day for this project. Contract forms will be sent to you for execution within the next few days.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

mm

cc: Forrest Cooper
S. H. Probert
R. G. Savage, SIAC

RECEIVED
JUL 18 1956
FOR FILING

ER-6 (1)

4746

OREGON DISTRICT

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

408 STATE HIGHWAY BLDG.
SALEM, OREGON

08-35

July 12, 1956

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

This is to advise of our prior verbal concurrence as of this date in award of Contract No. 4746 for Oregon Project ER-6(1), Sunset Junction Slide Section of the Fishhawk Falls Highway, to J. N. Conley of Portland, Oregon, low bidder in the amount of $27,174.00 at the July 12, 1956 bid opening.

Very truly yours,

C G Polk
C. G. POLK
District Engineer

RECEIVED
MAY 11 1956
~~FOR FILING~~

ER 6(1)

OREGON DISTRICT

4746

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

408 STATE HIGHWAY BLDG.
SALEM, OREGON

May 4, 1956

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

We have today approved the P. S. and E. documents for Oregon Project ER-6(1), Sunset Junction Slide Section of the Fishhawk Highway in Clatsop County. This is to authorize your advertising for bids.

Concurrence in award of contract will be withheld pending notification that all rights of way or rights of entry have been acquired.

Very truly yours,

C G Polk
C. G. POLK
District Engineer

RECEIVED
MAY 11 1956
STATE HIGHWAY COMMISSION

9-8307 Division No. 4 Sanding 1956
Material Project. Prineville,
#4747 Bend.

9-8307 Division No. 4 Sanding 1956
Material Project. Prineville,
#4747 Bend.

9-8307

OREGON STATE HIGHWAY DEPARTMENT
(date)
January 14, 1957

(CONTRACT NO.) 4747

| (CONTRACT NO.) | (EST. NO.) | (CONTRACTOR) | |
|---|---|---|---|
| 4747 | 6 Final | Babler Brothers, Inc. | |
| **(VOUCHER NO.)** | **(WARRANT NO.)** | **(AMOUNT)** | **(DATE)** |
| 31 | H170127 | $869.19 | Jan. 14, 1957 |

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

F. Cole
ACCOUNTING DIVISION

---

Specified completion Date: 59 Workdays from 8-1-56

Time Extensions: to 11-22-56 with fixed & liquidated damage assessed for $60 per working day from approximately 10-23-56

Completion Date: Nov. 8, 1956

Date Accepted: Dec. 17, 1956

Penalties: Fixed and Liq.Damage as above

Claims: None of record

Remarks:

---

Date: 1-15-57

To the Accounting Division:

Release of the above warrant is hereby authorized

H B Glaisyer
H. B. Glaisyer
Secretary

Warrant Mailed:
JAN 15 1957

NOTED ON CARD
gl

RECEIVED
JAN 4 - 1957
FOR FILING
[illegible]
[illegible]

January 3, 1957

CERTIFIED MAIL

General Casualty Company of America
Portland Service Office
209 S. W. Fourth Ave.
Portland 4, Oregon

Attention: Mr. G. H. Burnett

Dear Sir:

State Highway Contract No. 4747 for the Division No. 4 Sanding Materials Project in Deschutes and Crook Counties was completed by the contractor, Babler Bros., Inc., on November 8, 1956 and was formally accepted by the Highway Commission on December 17, 1956.

Final payment in the amount of $869.19 will be released to the contractor on or after January 14, 1957. The total contract amount is $28,973.15 and no force account work was performed on the project.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

NOTED ON CARD

A

RECEIVED
DEC 5 1956
FOR FILING

2747

4747

December 5, 1956

Babler Bros., Inc.
4617 S. E. Milwaukie Avenue
Portland, Oregon

Gentlemen:

At its meeting held November 8 the State Highway Commission considered your request for an increase, without assessment of liquidated damages, in the number of workdays specified for completion of the work provided for in contract No. 4747 covering Division No. 4 Sanding Materials Project on the Ochoco, The Dalles-California and Santiam Highways in Deschutes and Crook Counties.

A complete report concerning the matter was presented to the Highway Commission by the State Highway Engineer, and the Commission considered your request in light of all of the facts and circumstances disclosed in the report and in your request. After carefully reviewing all available information, the Highway Commission concluded that an increase in the number of workdays specified for the completion of the work, without assessment of liquidated damages, was not warranted, and therefore denied your request.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Dean Swift,
Division Engineer

A. A. Fossen,
Resident Engineer

Tom Edwards,
Construction Engineer

RECEIVED
NOV 29 1956
FOR FILING

[illegible]

4747

November 29, 1956

CERTIFIED MAIL

General Casualty Company of America
Portland Service Office
209 S. W. Fourth Ave.
Portland 4, Oregon

Attention: Mr. G. H. Burnett

Gentlemen:

The State Highway Commission is prepared to release semi-final payment to Babler Bros.,Inc. in connection with contract No. 4747, covering the Division No. 4 Sanding Materials Project on the Ochoco, The Dalles-California and Santiam Highways in Deschutes and Crook Counties.

This payment in the amount of $6,704.88 will be released to the contractor on or after December 10, 1956. The retained percentage is $869.19.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

Very truly yours

H. B. Glaisyer, Secretary
OREGON STATE HIGHWAY COMMISSION

By

Assistant Secretary

gl

NOTED ON CARD

Form E-1—10M—1-36

9-8307

A

NOTED
TOM EDWARDS

O GON STATE HIGHWAY DEPARTM

# Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending November 17, 1956

Section Div.4,Sanding Materials Project

Kind of work Rock Production

Highway Ochoco, The Dalles-Cal. & Santiam

Section prefix 9-8307

Contractor Babler Bros. Inc

Contract number 4747

Date of contract July 12, 1956

Date of completion 59 Work Days Begin Aug.1 1956

Date work started July 16, 1956

Estimated date of completion Noon Nov. 8, 1956

Project authorization . . . . . . . . $33,637.50

Exclusive of Engineering . . . . . . $31,243.50

Per cent of time elapsed 105.9 %

Estimated cost of completed project, exclusive of engineering . . . . . $ 28,973.15

Estimated per cent overrun or underrun . . . . . Underrun . . . . 10.37 %

Per cent of contract completed, based on total contract price . . . . 100 %

Engineering authorization . . . . . . $ 2,392.00

3½ days Liquidated Damages.

Engineering cost to date $ Final 1,177.31, 49.22 %

Date project was completed November 8, 1956

---

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

The contractor began the crushing of materials for this project on July 16 1956. As explained in the weekly report (July 21) the contractor did not make the two setups at Sites "B" and "C" but agreed to furnish in piles, within those areas, the specified amounts of sanding material from his private setup adjacent to MP 120.4 The Dalles Cal Highway. This arrangement was satisfactory to the Division Engineer so the 2000 yard piles shown to have been piled at 2.4 miles NW of D.C Hwy 117.1 was piled at our site just north of Terrebonne. The 3000 yards originally to be piled at 0.6 miles east of MP 97.1 Santiam was placed in two piles, one at our site MP 97.36 Santiam and one at the Sisters Maintenance Headquarters. This was done between July 16 to July 31 and completed during the week of September 22. Crushing and piling of materials from Site D started on August 10 and was completed on September 15. (It should be noted here that the contractor while at this setup alsocrushed about 10,000 yards for Deschutes County.) After completing at Site "D" the contractor moved his equipment out of this Division and did not get setup and producing in our Site "A" until November 2. Crushing work completed in this Site at noon November 8. The semi-final estimate for the project submitted November 16, 1956

Noted
M. N. Juve

Final Report

RECEIVED
NOV 19 1956
OFFICE OF
CONSTRUCTION ENGINEER

Signed A. A. Gossen Resident Engineer

Address Box [illegible], Bend, Oregon

NOTED
FORREST COOPER

NOTED
V. D. WOLFE

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

State Printing 98073

NOTED
D. J. [illegible]

NOTED
L. H. Young

| | GRADING | SURFACING | MAINTENANCE MATERIALS | OIL AND BITUMINCUS MACADAM | PAVING |
|---|---|---|---|---|---|
| Miles in project | None | None | | None | None |
| Miles partially completed | | | | | |
| Miles completed | | | | | |
| Total estimated quantities (contract) | | | 12,000 | | |
| Total quantities corrected to date | | | 11.911.49 | | |
| Estimated quantities moved or placed to date | | | 11.911.49 | | |
| Average daily quantities | | | Based on 62½<br>190.58 | | |
| Average daily quantities necessary to complete project on time | | | Completed | | |
| Number shifts per day | | | | | |
| Hours per shift | | | | | |

Average force on project for week

Men

Supervision

Men and trucks under 3 tons

Men and trucks over 3 tons

Men and tractors

Equipment used during week: Shovels .........., Power graders .........., Rollers .........., Mixers .........., Crushing or screening plants ..........

Compressors .........., Bulldozers .........., Compaction rollers .........., . . . . .........., . . . . .........., . . . . ..........

| | WEATHER | HRS. DELAY | CAUSE OF DELAY |
|---|---|---|---|
| Sunday | Fair | | |
| Monday | Fair | | |
| Tuesday | Overcast | | |
| Wednesday | Clear | | |
| Thursday | Overcast | | |
| Friday | Lt. Clouds | | |
| Saturday | | | |

4

RECEIVED
OCT 30 1956
FOR FILING

9-8507

4747

October 30, 1956

Oregon State Highway Commission

Request for extension of time
No. 17
November 8 and 9 meeting

Gentlemen:

Babler Brothers, Inc., who have a contract, No. 4747, for crushing sanding material on the Ochoco, The Dalles-California, and Santiam Highways in Division 4, have requested an extension of time to November 22, 1956, to complete the contract.

The job was awarded July 12, 1956. The work was started July 16, 1956. The date of completion on a specified number of days would be approximately October 23, 1956, with adjustments made for the weather. The contract carries the fixed and liquidated damage clause of $60 per day. It is my recommendation that the extension be granted and the penalty collected.

The matter will be on the agenda for your consideration at the November 8 and 9 meeting.

Very truly yours,

W. C. Williams
State Highway Engineer

Attach.

cc Mr. Tom Edwards

FC:fn

RECEIVED
AUG 14 1956
FOR FILING

9-8307

4747

August 13, 1956

Babler Bros., Inc.
4617 S. E. Milwaukie Ave.
Portland, Oregon

Gentlemen:

We enclose herewith for your files a fully executed copy of contract No. 4747, which was awarded to you by the State Highway Commission on July 12, covering the Division No. 4 Sanding Materials Project on the Ochoco, The Dalles-California and Santiam Highways in Deschutes and Crook Counties.

We are also sending a copy of this contract to the surety on your performance bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encl.

RECEIVED
JUL 16 1956
FOR FILING
9-2307

July 16, 1956

Babler Bros., Inc.
4617 S. E. Milwaukie Ave.
Portland, Oregon

Gentlemen:

The State Highway Commission on July 12, 1956 awarded to you State Highway Contract No. 4747 for Division No. 4 Sanding Material Project on 3 state highways in Crook, and Deschutes Counties.

This award was based on your bid of $29,400 which was the low bid submitted to the Commission on that day for this project. Contract forms will be sent to you for execution within the next few days.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

mm

cc: Forrest Cooper
S. H. Probert
R. G. Savage, SIAC

9-3252 Bend Sand Shed 1956

#4748

7-2352

OREGON STATE HIGHWAY DEPARTMENT
(date)
December 10, 1956

| | | | |
|---|---|---|---|
| (CONTRACT NO.) | (EST. NO.) | (CONTRACTOR) | |
| 4748 | 2-Final | R. H. Jones | |
| (VOUCHER NO.) | (WARRANT NO.) | (AMOUNT) | (DATE) |
| 26108 | H-1672[illegible]1 | $ 5,796.31 | 12/10/56 |

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

Ruth Rawlings
ACCOUNTING DIVISION

Specified completion Date: 85 Workdays from 7-23-56

Time Extensions: None

Completion Date: Oct. 26, 1956

Date Accepted: Nov. 8, 1956

Penalties: None of record

Claims: None of record

Remarks:

Date: 12-11-56

To the Accounting Division:

Release of the above warrant is hereby authorized

H B Glaisyer
H. B. Glaisyer
Secretary

Warrant Mailed: DEC [illegible] 1956
Ruth Rawlings

NOTED ON CARD

A

RECEIVED
NOV 29 1956
FOR FILING
[illegible]

4748

November 29, 1956

CERTIFIED MAIL

General Casualty Company of America
Portland Service Office
209 S. W. Fourth Ave.
Portland 4, Oregon

Attention: Mr. G. H. Burnett

Dear Sir:

State Highway Contract No. 4748 for constructing the Bend Sand Shed in Deschutes County was completed by the contractor, R. H. Jones, on October 26, 1956 and was formally accepted by the Highway Commission on November 8, 1956.

Final payment in the amount of $5,796.31 will be released to the contractor on or after December 10, 1956. The total contract amount is $9,233.16 and no force account work was performed on the project.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor.

Very truly yours

H. B. Glaisyer, Secretary
OREGON STATE HIGHWAY COMMISSION

By

Assistant Secretary

gl

NOTED ON CARD

RECEIVED
NOV 29 1956
FOR FILING
[illegible]

4748

9

November 29, 1956

CERTIFIED MAIL

General Casualty Company of America
Portland Service Office
209 S. W. Fourth Ave.
Portland 4, Oregon

Attention: Mr. G. H. Burnett

Dear Sir:

State Highway Contract No. 4748 for constructing the Bend Sand Shed in Deschutes County was completed by the contractor, R. H. Jones, on October 26, 1956 and was formally accepted by the Highway Commission on November 8, 1956.

Final payment in the amount of $5,796.31 will be released to the contractor on or after December 10, 1956. The total contract amount is $9,233.16 and no force account work was performed on the project.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor.

Very truly yours

H. B. Glaisyer, Secretary
OREGON STATE HIGHWAY COMMISSION

By

Assistant Secretary

gl

NOTED ON CARD

RECEIVED
AUG 14 1956
FOR FILING

9-3252

4748

August 13, 1956

R. H. Jones, Contractor
Route 1, Box 258
Hillsboro, Oregon

Dear Sir:

We enclose herewith for your files a fully executed copy of contract No. 4748, which was awarded to you by the State Highway Commission on July 12, covering construction of a Sand Shed at Bend, Deschutes County.

We are also sending a copy of this contract to the surety on your performance bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encl.

A

RECEIVED
JUL 16 1956
FOR FILING

9-3252

[illegible]

July 16, 1956

Mr. R. H. Jones
Route 1, Box 258
Hillsboro, Oregon

Dear Mr. Jones:

The State Highway Commission on July 12, 1956 awarded to you State Highway Contract No. 4748 for construction of a Sand Shed at Bend in Deschutes County.

This award was based on your bid of $9,278.16 which was the low bid submitted to the Commission on that day for this project. Contract forms will be sent to you for execution within the next few days.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

mm

cc: Forrest Cooper
S. H. Probert
R. G. Savage, SIAC
P. M. Stephenson

RECEIVED
MAY 24 1956
FOR FILING

9-3252

4748

**OREGON STATE HIGHWAY DEPARTMENT**

**INTER-DEPARTMENT CORRESPONDENCE**

Salem, Oregon
May 23, 1956

**SUBJECT:** Sketch showing proposed location for Sand Shed at Bend Shops

To:

Mr. W. W. Stiffler
Assistant State Highway Engineer
Office

Herewith sketch showing the proposed location for the sand shed budgeted for construction adjacent to the Bend Highway Shops. The Budget item is $9300 for a sand shed 60 x 64 to provide 1250 c.y. capacity. The Light Snowload Design Drawing #10221 should be used. The estimate of cost is 3840 sq. ft. at $2.15 - $8256 and adding 12½% for engineering and contingencies makes a total of $9300.

The floor elevation should be approximately 45.0 as shown on the plans. Earth ramps, floor lighting and approach road will be by state forces after the building is completed. Earth ramps, floor lighting, as needed, painting of the aluminum roof and approach road will be performed by state forces after the building is completed.

It is suggested that the building be stained a dark brown color. Concrete peds will be required instead of piling.

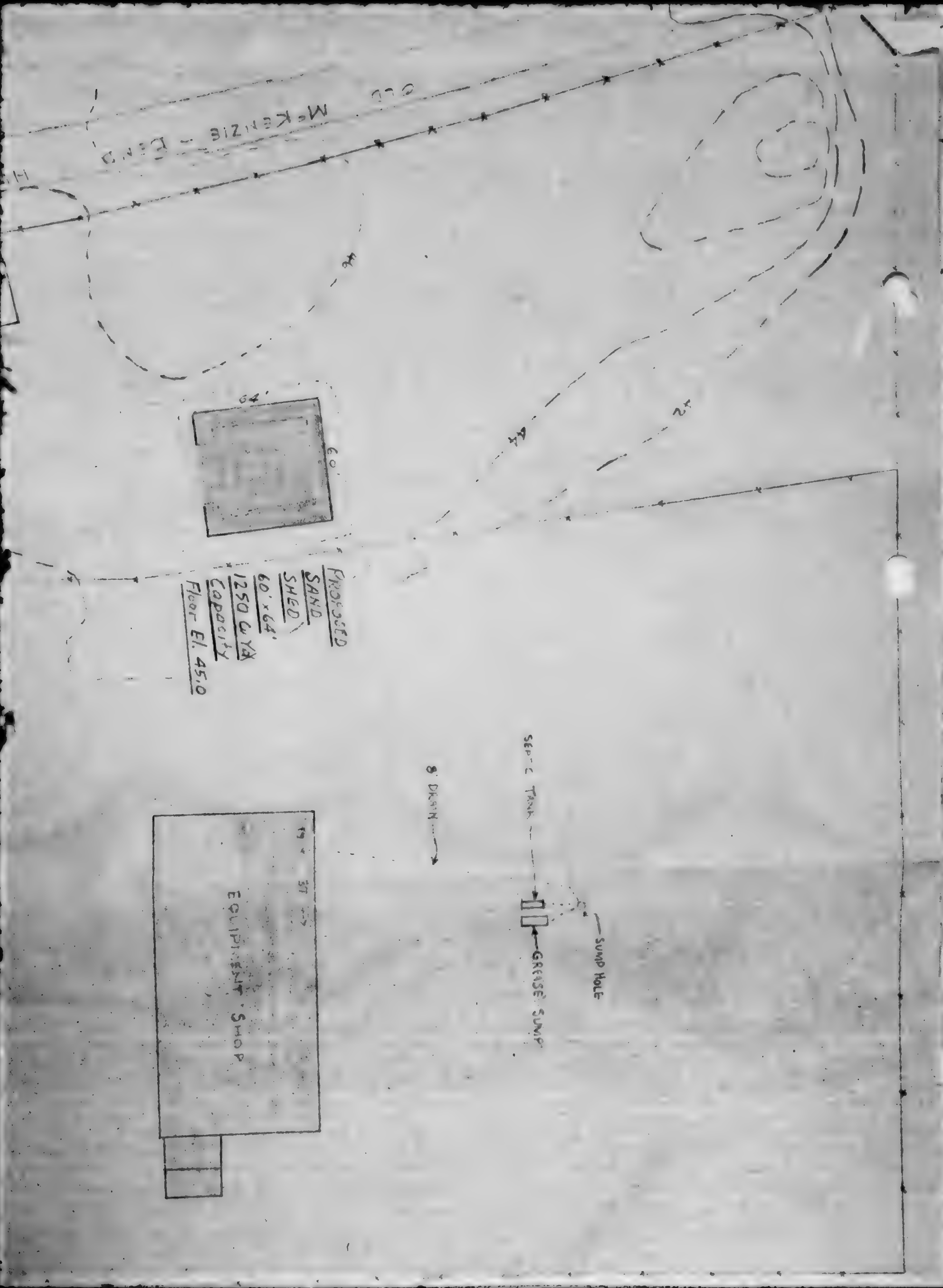
IADeFrance
I. A. DeFrance
Assistant Maintenance Engineer

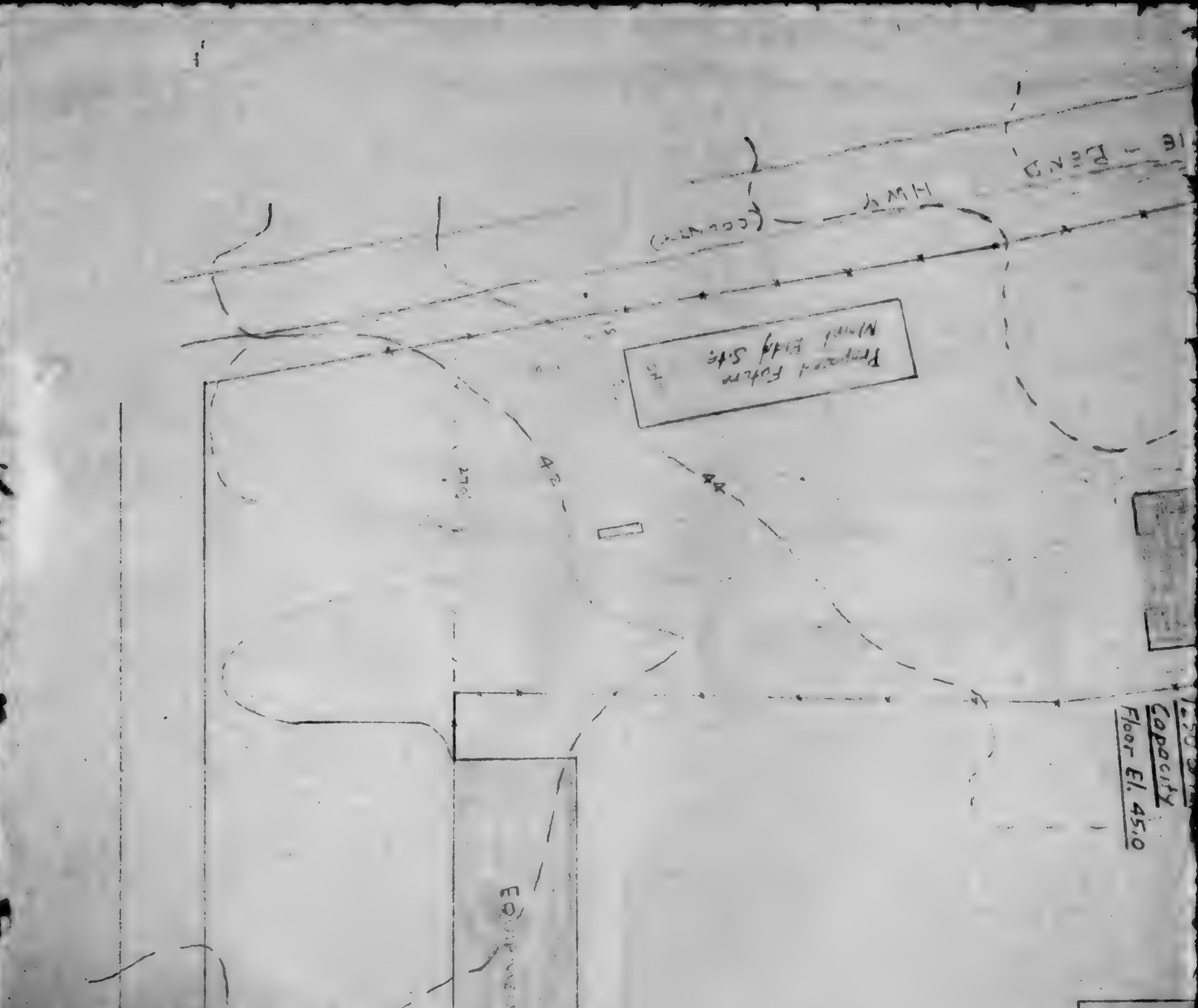
IAD:bt
Enclosure

APPROVED 5-23-56

WWStiffler
Assistant State Highway Engineer

NOTED
W. W. STIFFLER


OLD McKENZIE - BEND
46
44
42
64'
60'
PROPOSED
SAND
SHED
60'x64'
1250 Cu Yd
Capacity
Floor El. 45.0
8' DRAIN
SEPTIC TANK
SUMP HOLE
GREASE SUMP
EQUIPMENT SHOP


IE - BEND
(COUNTY) HWY
Proposed Future Maint Bldg Site
42
44
42
EQUIPMENT SHED
BEND SHOPS
EQUIPMENT SHOP
Capacity
Floor El. 45.0

10-1025 Elkhead Road Unit 1956

#4749

RECEIVED
DEC 19 1956
FOR FILING

W.C. Williams

~~Elkhead Road Unit~~
Divide-Rice Hill
~~Contract No. 4749~~
10-1025
4749

December 10, 1956

Pacific Highway
Prefix 10-1025

## FINAL COST ANALYSIS

Slide Correction
Henry H. Miller, Contractor
Gordon Spaulding, Resident Engineer

W. C. Williams

| Item | Quantity | Unit | Unit Bid | Unit Cost | Total Cost | Gross Revenue |
|---|---|---|---|---|---|---|
| Drainage Excav., Unclass. | 227.8 | Cu.Yd. | $ 5.50 | $2.47 | $ 563.73 | $ 1,252.90 |
| General Excav., Unclass. | 2,925.9 | Cu.Yd. | 1.10 | .70 | 2,045.15 | 3,218.49 |
| Quarry-run Rock in Emb. | 1,827.8 | Cu.Yd. | 2.10 | 1.53 | 2,794.08 | 3,838.38 |
| 6" Perf. Metal Drain Pipe, Uncoated | 600 | Lin.Ft. | 2.10 | 1.82 | 1,090.58 | 1,260.00 |
| Special Backfill in Drains | 132 | Cu.Yd. | 4.00 | 3.01 | 397.14 | 528.00 |
| Hauling & Placing 3"-0 Material in Base | 216 | Cu.Yd. | 1.80 | 1.29 | 279.24 | 388.80 |
| Hauling & Placing 3/4"-0 Material in Base | 54 | Cu.Yd. | 2.00 | 1.36 | 73.33 | 108.00 |
| Sprinkling | 2.3 | M/gal. | 10.00 | 8.99 | 20.69 | 23.00 |
| Type 2 Fence | 12.67 | Rod | 6.00 | 3.48 | 44.14 | 76.02 |
| Type 3 Fence | 10.75 | Rod | 11.37 | 6.39 | 68.71 | 122.23 |
| Force Account (Flagging, State Part.) | | | | | | 104.76 |
| | | | TOTALS | | $7,376.79 | $10,920.58 |

| | |
|---|---|
| Gross Revenue | $10,920.58 |
| Total Cost | 7,376.79 |
| Net Profit | $ 3,543.79 |

**Net** Profit Equals 32.4% Gross Revenue

37

## DETAIL OF COSTS

| | | | |
|---|---|---|---|
| **Labor:** | | | |
| Labor and Supervision | $1,400.73 | | |
| Labor Insurance | 140.07 | | |
| Health and Welfare | 52.69 | | |
| | | $1,593.49 | |
| **Materials:** | | | |
| Special Backfill for Perforated Drain Pipe | $ 295.50 | | |
| 6" Perforated Metal Drain Pipe, Uncoated | 782.92 | | |
| Materials for Type 2 and Type 3 Fence | 86.60 | | |
| | | $1,165.02 | |
| **Equipment Rentals and Miscellaneous Supplies:** | | | |
| Equipment Rental, Owned | $ 874.34 | | |
| Equipment Rental, Hired | 245.00 | | |
| Equipment Rental, Hired fully Operated | 2,732.40 | | |
| Gas, Oil and Grease | 298.01 | | |
| Freight | 320.00 | | |
| Bond | 71.03 | | |
| Small Tools and Misc. Supplies | 25.00 | | |
| Home Office and Overhead | 52.50 | | |
| | | $4,618.28 | |
| TOTAL COST | | | $7,376.79 |

Remarks:

This was a "State Project" calling for the excavation of 3,218.49 cubic yards of slide material, construction of 1,827.8 cubic yards of rock backfill embankment, and the hauling and placing of 270 cubic yards of State-Furnished stone base materials.

This project was bid and awarded July 12, 1956. Work was started August 21, with 18 workdays remaining of the 32 workdays allotted.

The contractor moved in one 10-B 3/8-yard shovel to use on the drainage excavation, one D-7 caterpillar dozer to work down the slope, one 3/4-yard shovel to load the excavated material. He hired dump trucks for hauling and was able to get them at a very good rate.

The contractor apparently didn't run into any rock or material that necessitated any blasting, therefore being able to remove the excess material without any difficulty. All excess materials were removed from the slide area and placed in the designated area inside of the first week.

He was able to dig the trench and place the perforated pipe by Monday of the second week, thus making it possible to place all of the quarry-run rock backfill in the second week.

The third week the fencing was put up and general cleanup was made.

The fact that work was done rapidly and no obstacles were encountered made it possible to show an excellent profit.

M. N. Juve
Chief Cost Analyst

By

Gordon Hanson

A

10-1025

OREGON STATE HIGHWAY DEPARTMENT
(date)
November 13, 1956

| | | | |
|---|---|---|---|
| (CONTRACT NO.) | (EST. NO.) | (CONTRACTOR) | |
| 4749 | 3-Final | Henry H. Miller, Contractor | |
| (VOUCHER NO.) | (WARRANT NO.) | (AMOUNT) | (DATE) |
| 24113 | H-165276 | $ 415.99 | 11/13/56 |

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

Ruth Rawlings
ACCOUNTING DIVISION

---

Specified completion Date: 32 Workdays from 8-1-56

Time Extensions: None

Completion Date: Sept. 14, 1956

Date Accepted: Sept. 27, 1956

Penalties: None of record

Claims: None of record

Remarks: None of record

---

Date: 11-15-56

To the Accounting Division:

Release of the above warrant is hereby authorized

H. B. Glaisyer
Secretary

Warrant Mailed: NOV 15 1956

Ruth Rawlings

NOTED ON CARD

RECEIVED
NOV 2 1956
FOR FILING

4741

November 1, 1956

CERTIFIED MAIL

General Casualty Company of America
Portland Service Office
209 S.W. Fourth Ave.
Portland 4, Oregon

Attention: Mr. G. H. Burnett

Dear Sir:

State Highway Contract No. 4749 for slide correction on Elkhead Road Unit, Divide-Rice Hill Section of the Pacific Highway in Douglas County was completed by the contractor, Henry H. Miller, Contractor, on September 14 and was formally accepted by the Highway Commission on September 27, 1956.

Final payment in the amount of $415.99 will be released to the contractor on or after November 12, 1956. The total contract amount is $10,920.58, of which amount $104.76 represents force account items.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

NOTED ON CARD

RECEIVED
OCT 15 1956
FOR FILING

10-1025

4749

October 15, 1956

**CERTIFIED MAIL**

General Casualty Company of America
Portland Service Office
209 S. W. Fourth Ave.
Portland 4, Oregon

Attention: Mr. G. H. Burnett

Dear Sir:

The State Highway Commission is prepared to release semi-final payment to Henry H. Miller on contract No. 4749, for slide correction on the Elkhead Road Unit, Divide-Rice Hill Section of the Pacific Highway in Douglas County. This payment, in the amount of $1,096.63, will be released to the contractor on or after October 25, 1956. The retained percentage is $500.00.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

NOTED ON CARD

Form E-1—1024—1-56

10-1025

O GON STATE HIGHWAY DEPARTM

# Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending Sept 21, 1956

Section Elkhead Road Unit, Divide-Rice Hill

Highway Pacific

Contractor Henry H. Miller

Date of contract July 12, 1956

Date work started August 21, 1956

Project authorization $ 13,880.16

Exclusive of Engineering $ 12,893.13

Kind of work Slide Correction

Section prefix 10-1025

Contract number 4749

Date of completion 32 workdays begin August 1, 1956

Estimated date of completion Sept. 14, 1956

Per cent of time elapsed 100 %

Estimated cost of completed project, exclusive of engineering $ 12,463.93

Estimated per cent ~~overrun~~ or underrun 3.1 %

Per cent of contract completed, based on total contract price 94.2 %

Engineering authorization $ 987.03

Engineering cost to date $ 850.00, 86.2 %

Date project was completed Sept. 14, 1956

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Contractor completed this project on Sept. 14, 1956.

Went over this project on Monday of this week with Mr. C handler.

This will be the final weekly report for this project.

32 work days was used on this project.

NOTED
FORREST COOPER

Noted
M. N. Juve

NOTED
L. H. Young

NOTED
V. D. WOLFE

Signed Gordon L. Spaulding

Address P.O. Box 551, Roseburg, Oregon

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

State Printing 93073

Form E-1—10M—1-56

10-1025

O GON STATE HIGHWAY DEPARTM

# Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending Sept 21, 1956

Section Elkhead Road Unit, Divide-Rice Hill

Kind of work Slide Correction

Highway Pacific

Section prefix 10-1025

Contractor Henry H. Miller

Contract number 4749

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Estimated date of completion Sept. 14, 1956

Project authorization $ 13,880.16

Exclusive of Engineering $ 12,893.13

Per cent of time elapsed 100 %

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Went over this project on Monday of this week with Mr. C handler.

This will be the final weekly report for this project.

32 work days ~~was~~ were used on this project.

NOTED
FORREST COOPER

Noted
M. N. Juve

NOTED
L. H. Young

NOTED
V. D. WOLFE

Signed

Address P.O. Box 551, Roseburg, Oregon

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

State Printing 93073

Rock backfill

| | GRADING | SURFACING | ~~MAINTENANCE MATERIALS~~ | OIL AND BITUMINOUS MACADAM | PAVING |
|---|---|---|---|---|---|
| Miles in project | 0.13 | 0.13 | 0.13 | | |
| Miles partially completed | | | | | |
| Miles completed | " | " | " | | |
| Total estimated quantities (contract) | 3300 cy | 280 cy | 2080 cy | | |
| Total quantities corrected to date | 2950 | 270 | " | | |
| Estimated quantities moved or placed to date | 2940 | " | 1850 | | |
| Average daily quantities | 0 | 0 | 0 | | |
| Average daily quantities necessary to complete project on time | 0 | 0 | 0 | | |
| Number shifts per day | | | | | |
| Hours per shift | | | | | |
| Average force on project for week | | | | | |

Men

Supervision

Men and trucks under 3 tons

Men and trucks over 3 tons

Men and tractors

Equipment used during week: Shovels ........., Power graders ........., Rollers ........., Mixers ........., Crushing or screening plants .........

Compressors ..........., Bulldozers ..........., Compaction rollers ..........., . . . . ..........., . . . . ..........., . . . . ...........

| | WEATHER | HRS. DELAY | CAUSE OF DELAY |
|---|---|---|---|
| Sunday | Fair | | |
| Monday | " | | |
| Tuesday | " | | |
| Wednesday | Cloudy | | |
| Thursday | Showers | | |
| Friday | Fair | | |
| Saturday | | | |

RECEIVED
AUG 14 1956
FOR FILING

11-25

4741

August 13, 1956

Henry H. Miller, Contractor
100 Grant Smith Road
Roseburg, Oregon

Dear Sir:

We enclose herewith for your files two fully executed copies of contracts awarded to you by the State Highway Commission on July 12, as follows:

Contract No. 4749, for slide correction on the Elkhead Road Unit, Divide-Rice Hill Section of Pacific Highway in Douglas County.

Contract No. 4750, for slide correction on the West Unit, Reedsport-Dean Creek Section of the Umpqua Highway in Douglas County.

Copies of these contracts are also being sent to the surety on your performance bonds.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encls.

A

RECEIVED
JUL 16 1956
FOR FILING

10-1025

[illegible]

July 16, 1956

Henry H. Miller, Contractor
C.V. Route, Box 166
Roseburg, Oregon

Dear Mr. Miller:

The State Highway Commission on July 12, 1956 awarded to you State Highway Contract No. 4749 for slide correction on the Elkhead Road Unit, Divide-Rice Hill Section of the Pacific Highway, south of Cottage Grove in Douglas County.

This award was based on your bid of $11,837.92 which was the low bid submitted to the Commission on that day for this project. Contract forms will be sent to you for execution within the next few days.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

mm

cc: Forrest Cooper
S. H. Probert
R. G. Savage, SIAC

P

RECEIVED
MAY 17 1956
FOR FILING
10-1025
4747

May 16, 1956

Oregon State Highway Commission

Gentlemen:

A slide has occurred on the westerly side of the new section of US 99 between Anlauf and Rice Hill in the vicinity of the Elkhead Road. The slide has not materially affected the highway, but it has interfered with the county road which acts in the nature of a frontage road at this location. The estimated cost of correcting the slide condition is $10,500, and authority is requested to contract this work in order that it be completed this summer. We have no funds for the financing, so it will be necessary to provide such funds from the unallocated state highway balance.

This matter will be on the agenda.

Very truly yours,

R. H. Baldock
State Highway Engineer

WCW:me

cc Mr. Forrest Cooper
Mr. S. H. Probert
Mr. C. H. Maison

FORM E30—50M—2-55—52966

# OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
May 4th, 1956

**SUBJECT:** Slide North of
Elkhead Road

NOTED
W. C. WILLIAMS

To: Mr. W. C. Williams
Deputy State Highway Engineer
Office

Ever since we graded the Anlauf-Rice Hill Section we have been plagued by a slide on the westerly side of the highway just northerly from the Elkhead Road in the vicinity of Station 703. The slide has not materially affected the highway but has interfered with a county road connection which is in the mature of a frontage road at that point. A survey has been made which resulted in a cost estimate of $10,500. The work consists of some minor grading, some drainage, quarry-run surcharge and restoration of the roadway.

It is my recommendation that the work be done on a contract basis and that authority be secured from the Highway Commission for the expenditure.

Forrest Cooper
Construction Engineer

FC:AR

RECEIVED
MAY 4 1956
OFFICE OF
STATE HIGHWAY ENGINEER

ER-14(1) West Unit, Reedsport-Dean 1956
Creek Section

RECEIVED
JUL 10 1957
FOR FILING

OREGON DISTRICT ER-14(1)
4750

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

406 STATE HIGHWAY BLDG.
SALEM, OREGON

A

08-35

July 9, 1957

Mr. W. C. Williams
State Highway Engineer
Salem, Oregon

Re: Oregon Project ER-14(1)
W. Unit, Reedsport-Dean Creek
Contract No. 4750 - Time
Extension

Dear Sir:

Reference is made to Mr. Cooper's letter of June 25, 1957 requesting an extension of time, subject project, in the amount of six working days.

For the reasons mentioned in his letter, we will concur in your recommendation for such time extension, without penalty.

Very truly yours,

CGPolk
C. G. POLK
Division Engineer

CONSTRUCTION DIVISION
RECEIVED
JUL 10 1957
NOTED-- ☐ ☐ ☐ ☐ ☐
CE ACE ACE CDE

NOTED
E. A. PEASE

A

RECEIVED
JUN 2[illegible] 1957
FOR FILING
ER-14 (1)
4750

June 25, 1957

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
408 State Highway Building
Salem, Oregon

Dear Sir:

Will you kindly concur in an extension of time of six working days on the W. Unit, Reedsport-Dean Creek Contract No. 4750, Oregon ER-14 (1) to Henry H. Miller, contractor.

This project was based on an equipment hours' basis. One of the principal items was the rental of a power shovel and the contract called for 600 hours of shovel operation. The shovel was actually used 643 hours, or an overrun on an eight-hour-a-day basis of five and a fraction days. The type of project made it extremely difficult to estimate the number of hours necessary, and it is believed that the overrun was not the fault of the contractor.

The contractor's request for an extension was presented to the Highway Commission on November 8, 1956, and they approved the waiving of the fixed and liquidated damages clause in this contract. The fact that this was an emergency relief project and subject to federal cooperation was overlooked at the time the project was presented to the Commission and we failed to request your concurrence. We regret this oversight and are now asking that the extension be granted without penalty. There was no delay to the traveling public, nor any increased costs to the State because of the overrun.

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

cc to: Tom Edwards

RECEIVED
MAY 20 1957
FOR FILING

May 16th, 1957

West Unit, Reedsport-Dean Creek
Contract #4750

FINAL COST ANALYSIS
Slide Correction
Henry H. Miller, Contractor
John L. Gunter, Resident Engineer

Umpqua Highway
Prefix 10-1130

750

| Item | Quantity | Unit | Unit Bid | Unit Cost | Total Cost | Gross Revenue |
|---|---|---|---|---|---|---|
| Drainage Excavation, Unclass. | 25.93 | Cu. Yd. | $ 3.50 | $ 1.80 | $ 46.79 | $ 90.76 |
| Tractor & Dozer, 115 H.P. | 561 | Hour | 17.00 | 14.44 | 8,100.28 | 9,537.00 |
| Power Shovel | 643 | " | 16.00 | 11.80 | 7,587.50 | 10,288.00 |
| Dump Trucks | 1,815 | " | 6.50 | 5.86 | 10,632.31 | 11,797.50 |
| 18" Corr. Metal Pipe | 60 | Lin. Ft. | 4.10 | 4.03 | 241.57 | 246.00 |
| Metal Guard Rail | 178 | " " | 3.00 | 3.84 | 683.47 | 534.00 |
| Salvage & Reinstall Guard Rail | 789 | " " | 3.00 | 1.70 | 1,341.30 | 2,367.00 |
| Coarse Mat'l. in Base | 1,550 | Cu. Yd. | 3.25 | 2.35 | 3,645.67 | 5,037.50 |
| 3/4"-0 " " " | 370 | " " | 3.50 | 2.65 | 982.12 | 1,295.00 |
| Sprinkling | 12.72 | M/Gal. | 4.00 | 3.85 | 49.01 | 50.88 |
| PA #1, Tractor & Dozer, 48 H.P. | 309 | Hour | 11.80 | 7.68 | 2,374.00 | 3,646.20 |
| Force Account (Flagging Only) | | | | | 4,154.07 | 2,269.37 |
| Force Account (Other Work) | | | | | 884.04 | 956.29 |
| | | | | | $40,722.13 | $48,115.50 |

| | |
|---|---|
| Gross Revenue | $48,115.50 |
| Total Cost | 40,722.13 |
| Net Profit | $ 7,393.37 |

Net Profit Equals 15.36% of Gross Revenue

NOTED
W. C. WILLIAMS

## Detail of Cost

| | | | | | |
|---|---|---|---|---|---|
| Labor: | | | | | |
| Labor | | | | $14,296.43 | |
| Labor Insurance | | | | 1,036.49 | |
| Health & Welfare | | | | 401.15 | $15,734.07 |
| Materials: | | | | | |
| Explosives | | | | $ 209.37 | |
| Aggregate | | | | 4,231.50 | |
| Guard Rail | 178 | Lin. Ft. | at $1.20 | 213.60 | |
| End Sections | 2 | Each | " 4.16 | 8.32 | |
| Concrete Guard Rail Posts | 16 | Each | " 5.50 | 88.00 | |
| Freight on Posts | | | | 70.95 | |
| 18" Corr. Metal Pipe | 60 | Lin. Ft. | " 3.10 | 186.00 | |
| 18" Bands | 2 | Each | " 3.10 | 6.20 | 5,013.94 |
| Equipment Rental & Misc. Supplies: | | | | | |
| Equipment Rental, Owned | | | | $14,871.89 | |
| " " , Hired | | | | 20.25 | |
| Gas, Oil & Grease | | | | 2,364.86 | |
| Bond | | | | 238.40 | |
| Freight | | | | 110.00 | |
| Small Tools & Misc. Supplies | | | | 295.92 | |
| Home Office & General Overhead | | | | 428.90 | |
| Subcontract (Guard Rail) | | | | 1,643.90 | 19,974.12 |
| Total Cost | | | | | $40,722.13 |

Remarks:

This was a "Federal Aid Primary Emergency Relief Project" calling for the excavation of slide materials involving 870 hours of dozer time, 643 hours of shovel time, and 1,815 hours of truck time and the construction of 0.74 mile of stone base. The project was bid and awarded July 12, 1956. Work started July 20th and was completed September 25, 1956. The final was received January 18, 1957.

The contractor moved in his equipment and started excavating slide material July 20th with the following equipment: one D-8 cat and dozer, one D-4 cat and dozer, one 3/4-yard shovel, three 5-yard trucks, and worked two 10-hour shifts with trucks and shovel and one 10-hour shift with the two cats. Considerable amounts of large rocks and stumps were encountered and had to be drilled and blasted before they were able to be removed. This was a force account item.

The coarse material in base and the 3/4"-0 in base was purchased from the Umpqua River Navigation Company, which hauled the aggregate to the job for $2.20 per cubic yard on coarse base and $2.25 for the 3/4"-0 in base. The only equipment furnished by the contractor was a No. 12 blade.

The guard rail, which was subcontracted to the R & W Construction Company for $1.70 per lineal foot, was placed with the prime contractor furnishing all rail members and posts.

The contractor, with high bid prices and overrun in hourly time, realized a good profit.

M. N. Juve
Chief Cost Analyst

By

C. E. Layton

RECEIVED
FEB 13 1957
ER-14(1)

OREGON STATE HIGHWAY DEPARTMENT
(date)
February 11, 1957

(CONTRACT NO.) 4750
4750

(EST. NO.)
4-Final

(CONTRACTOR)
Henry H. Miller, Contractor

(VOUCHER NO.)
2778

(WARRANT NO.)
H-173124

(AMOUNT)
$ 1,568.16

(DATE)
2/11/57

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

ACCOUNTING DIVISION

Specified completion Date: 30 Workdays from 8-1-56

Time Extensions: None

Completion Date: Sept. 25, 1956

Date Accepted: Dec. 17, 1956

Penalties: None of record

Claims: None of record

Remarks:

Date: 2-11-57

To the Accounting Division:

Release of the above warrant is hereby authorized

H. B. Glaisyer
Secretary

NOTED ON CARD

Warrant Mailed: [illegible] 1957
Ruth Rawlings

RECEIVED
FEB 1 1957
FOR FILING
F R 4 D
4750

December 31, 1957

**CERTIFIED MAIL**

General Casualty Company of America
Portland Service Office
209 S. W. Fourth Ave.
Portland 4, Oregon

Attention: Mr. G. H. Burnett

Dear Sir:

State Highway Contract No. 4750 for slide correction on the West Unit, Reedsport-Dean Creek Section of the Umpqua Highway in Douglas County was completed by the contractor, Henry H. Miller, on September 25, 1956 and was formally accepted by the Highway Commission on December 17, 1956.

Final payment in the amount of $1,568.16 will be released to the contractor on or after February 11, 1957. The total contract amount is $48,115.50, of which amount $3,225.66 represents force account items.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

NOTED ON CARD

Form [illegible]

# OREGON STATE HIGHWAY DEPARTMENT—MONTHLY PROJECT COST REPORT

Section N. Unit, Reedsport - Dean Creek — County Douglas — Work done to October 10, 1956
Kind of work Slide Correction — Highway Umpqua — Specified date of completion 30 Work days
Contractor Henry H. Miller — Date of award July 12, 1956 — Estimated date of completion 0

| Item | Unit | Unit Price | Original Authorization Quantity | Original Authorization Amount | Estimate Corrected to Date Quantity | Estimate Corrected to Date Amount | Performed to Date Quantity | Performed to Date Amount | To Complete Project Quantity | To Complete Project Amount |
|---|---|---|---|---|---|---|---|---|---|---|
| 1. Drainage Excavation Unclass. | cu.yd | 3 50 | 34 | 119 00 | 25.93 | 90 76 | 25.93 | 90 76 | | |
| 2. Tractor & Dozer, 115 H.P. | hour | 17 00 | 150 | 2,550 00 | 541 | 9,197 00 | 541 | 9,197 00 | | |
| 3. Tractor & Dozer 62 H.P. | hour | 13 50 | 100 | 1,350 00 | 0. | — | | | | |
| 4. Power Shovel | hour | 16 00 | 600 | 9,600 00 | 643 | 10,288 00 | 643 | 10,288 00 | | |
| 5. Dump Trucks | hour | 6 50 | 1,700 | 11,050 00 | 1,785 | 11,602 50 | 1,785 | 11,602 50 | | |
| 6. 18" Corrugated Metal Pipe | lin.ft. | 4 10 | 90 | 369 00 | 60 | 246 00 | 60 | 246 00 | | |
| 7. Metal Guard Rail | lin.ft. | 3 00 | 380 | 1,140 00 | 178 | 534 — | 178 | 534 00 | | |
| 8. Salvaging & Reinstall Guard Rail | lin.ft. | 3 00 | 300 | 900 00 | 675 | 2,025 00 | 675 | 2,025 00 | | |
| 9. [illegible] Material in Base | cu.yd. | 3 25 | 3,200 | 10,400 00 | 1,550 | 5,037 00 | 1,550 | 5,037 00 | | |
| 10. 3/4"-0 Material in Base | cu.yd | 3 50 | 530 | 1,855 00 | 390 | 1,295 00 | 370 | 1,295 00 | | |
| 11. Sprinkling | M-Gal | 4 00 | 100 | 400 00 | 12.72 | 50 88 | 12.72 | 50 88 | | |
| (Subtotal, Contract Bid Items) | | | | $39,733 00 | | 40,366 14 | | 40,366 14 | | |
| Blasting EWO #2 | | | | 1,000 00 | | 854 16 | | 854 16 | | |
| [illegible] & Slash Clean up | | | | 1,000 00 | | — | | | | |
| [illegible] (S.E.), Acc. #249 | | | | 6,100 00 | | 6,100 00 | | | | 6,100 00 |
| [illegible] State Slope EWO #1 | | | | 750 00 | | 2,250 73 | | [illegible] 73 | | |
| Contingencies | | | | 2,186 24 | | 0 00 | | | | |
| Engineering | | | | 3,886 64 | | 3,886 [illegible] | | [illegible] | | 579 64 |
| [illegible] Tractor & Dozer 48 HP | hour | 11 80 | | | 310 | 3,658 [illegible] | 310 | [illegible] | | |
| [illegible] Install Metal Sight Posts | | | | | | | | | | |
| [illegible] #262 | Each | 3 00 | | | 30 | [illegible] | | | | 90 00 |
| | | | | | | | | | | |
| | | | | | | | | | | |
| [illegible] | Days | 30 — | | | | | | | | |

# OREGON STATE HIGHWAY DEPARTMENT—MONTHLY PROJECT COST REPORT

h. Reedsport-Deer Creek
lide Correction
ary H. Miller

County Douglas
Highway Umpqua
Date of award July 12, 1956

Work done to October 10, 1956
Specified date of completion 30 Work days
Estimated date of completion 0

Estimate No. 52
Contract No. 4750
Job prefix 10-1130

| | Unit | Unit Price | | Original Authorization | | | Estimate Corrected to Date | | | Performed to Date | | | To Complete Project | | | Performed Since Last Estimate | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | Quantity | Amount | | Quantity | Amount | | Quantity | Amount | | Quantity | Amount | | Quantity | Amount | |
| avation Unclass. | cu yd | 3 | 50 | 34 | 119 | 00 | 25.93 | 90 | 76 | 25.93 | 90 | 76 | | | | 25.93 | [illegible] | [illegible] |
| ozer, 115 H.P. | hour | 17 | 00 | 150 | 2,550 | 00 | 541 | 9,197 | 00 | 541 | 9,197 | 00 | | | | 233~~97~~ | [illegible] | 00 |
| ozer 62 H.P. | hour | 13 | 50 | 100 | 1,350 | 00 | 0. | — | | | | | | | | | | |
| al | hour | 16 | 00 | 600 | 9,600 | 00 | 643 | 10,288 | 00 | 643 | 10,288 | 00 | | | | 308 ~~4.5~~ | 47 ~~72~~ | ~~00~~ |
| s | hour | 6 | 50 | 1,700 | 11,050 | 00 | 1,785 | 11,602 | 50 | 1,785 | 11,602 | 50 | | | | 900 | 5 ~~68~~ | ~~50~~ |
| ed Metal Pipe | lin ft. | 4 | 10 | 90 | 369 | 00 | 60 | 246 | 00 | 60 | 246 | 00 | | | | | | |
| d Rail | lin ft. | 3 | 00 | 380 | 1,140 | 00 | 178 | 534 | — | 178 | 534 | 00 | | | | 178 | 534 | 00 |
| install Guard Rail | lin ft. | 3 | 00 | 300 | 900 | 00 | 675 | 2025 | 00 | 675 | 2025 | 00 | | | | 675 | 2025 | 00 |
| ial in Base | cu yd. | 3 | 25 | 3,200 | 10,400 | 00 | 1,550 | 5,037 | 00 | 1,550 | 5,037 | 00 | | | | 1,550 | 5,037 | 50 |
| al in Base | cu yd | 3 | 50 | 530 | 1,855 | 00 | 370 | 1,295 | 00 | 370 | 1,295 | 00 | | | | 370 | 1,295 | 00 |
| | M Gal | 4 | 00 | 100 | 400 | 00 | 12.72 | 50 | 88 | 12.72 | 50 | 88 | | | | 12.72 | 50 | 88 |
| tract Bid Items) | | | | | 39,733 | 00 | | 40,368 | 14 | | 40,368 | 14 | | | | 9901.38 | [illegible] | [illegible] |
| EWO #2 | | | | | 1,000 | 00 | | 854 | 16 | | 854 | 16 | | | | | 754.16 | [illegible] |
| ash Clean up | | | | | 1,000 | 00 | | — | | | | | | | | | | |
| ), Acc #249 | | | | | 6,100 | 00 | | 6,100 | 00 | | | | | 6,100 | 00 | | | |
| State Share EWO #1 | | | | | 750 | 00 | | 2,250 | 73 | | 2,250 | 73 | | | | | 1,305 | 40 |
| ing | | | | | 2,186 | 24 | | 0 | 00 | | | | | | | | | |
| ing | | | | | 3,886 | 64 | | 3,886 | 64 | | [illegible] | [illegible] | | 379 | 64 | | | |
| tor & Dozer 48 HP | hour | 11 | 80 | | | | 310 | 3,658 | 00 | 310 | [illegible] | [illegible] | | | | 310 | 3,658 | 00 |
| Metal Sight Posts | | | | | | | | | | | | | | | | | | |
| 862 | Each | 3 | 00 | | | | 20 | [illegible] | | | | | | 90 | 00 | | | |
| | | | | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | | | | |
| Damages | Days | 30 | — | | | | | | | | | | | | | | [illegible] | 00 |
| | | | | | 57,365 | [illegible] | | | | | | | | | | | | |

(a)

RECEIVED
DEC 7 1956
FOR FILING
EK-14(1)
4750

December 7, 1956

CERTIFIED MAIL

General Casualty Company of America
Portland Service Office
209 S. W. Fourth Ave.
Portland 4, Oregon

Attention: Mr. G. H. Burnett

Dear Sir:

The State Highway Commission is prepared to release semi-final payment to Henry H. Miller, Contractor, in connection with contract No. 4750, for slide correction on the West Unit, Reedsport-Dean Creek Section of the Umpqua Highway in Douglas County. This payment in the amount of $1,188.44 will be released to the contractor on or after December 17, 1956. The retained percentage is $1,439.61.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

NOTED ON CARD

RECEIVED

FOR FILING

FORM E-30X—80M—11-55—30235

ER-4[illegible]

4750

# OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
November 29, 1956

**SUBJECT:** Reedsport-Dean Creek
Slide Correction
Contract No. 4750

To: Mr. F. D. Morgan
Division Engineer
State Highway Department
Roseburg, Oregon

I have sent you a carbon copy of a letter to Henry H. Miller regarding his claims for extra compensation on the subject named job.

Will you please arrange for payment of these claims by submitting the proper orders.

Tom Edwards
Construction Engineer

By L. H. Young
L. H. Young
Ass't Construction Engineer

LHY:js

cc Forrest Cooper
S. H. Probert

RECEIVED
1956
OFFICE OF
STATE HIGHWAY ENGINEER

NOTED
FORREST COOPER

FORM E-120 3M REVISED

COMMISSIONERS
BEN R. CHANDLER, CHAIRMAN
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE
M. K. MC IVER, MEMBER
PORTLAND
H. B. GLAISYER
SECRETARY

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

W. C. WILLIAMS
STATE HIGHWAY ENGINEER
FORREST COOPER
DEPUTY STATE HWY. ENGR.
C. W. ENFIELD
CHIEF COUNSEL

RECEIVED
DEC - 1956
FOR FILING

ER-14 (1)

4750

November 29, 1956

Re: Reedsport-Dean Creek
Slide Correction
Contract No. 4750

Mr. Henry M. Miller
100 Grant Smith Road
Roseburg, Oregon

Dear Sir:

Your letter of November 6 addressed to the Roseburg office regarding certain claims for additional compensation on the subject named job, has been referred to this office. We have considered them on the basis of reports from the field and on the basis of our specifications and advise you regarding our proposed disposition of these claims as follows:

Claim No. 1 - This claim is not allowed as the delay from changing from one portion of operation to another does not seem to be any more than would be normally expected for this maneuver. As you are aware, we cannot pay for down time of equipment while it is not being used.

Claim No. 2 - It is believed that, due to the underrun in quantity of material for which this grader was required on the job, you are entitled to compensation for the moving of this grader one way. The claim is therefore allowed, but shall be supported by an invoice showing running time, operator's wages, and so forth.

Claim No. 3 - It is felt that supervision involved in the salvaging of this material is somewhat covered by the equipment rental as on the rest of the job. It is therefore suggested that you stand one-half of the supervision and the State pay you one-half of the claimed amount, or $32.

Claim No. 4 - This claim cannot be paid as it is in direct conflict with our contract provisions which state that we cannot pay for anticipated profits. This claim is therefore not allowed.

Claim No. 5 - This item will be compensated for on the same basis as any of the flagging on the job, the State to pay 57½% of the flagman's wages as per the special provisions.

On Bid Item No. 2, this claim cannot be allowed as the contract specifically sets the rental rate of equipment without regard to when the equipment is worked. Payment of overtime or premium time by a contractor should be taken into account at the time of bidding and in discussing this

NOTED
FORREST COOPER

with other contractors, I have been told that this is the common practice. Therefore, overtime and premium time in connection with Bid Item No. 2 must be denied.

Tom Edwards
Construction Engineer

By

L. H. Young
Ass't Construction Engineer

LHY:je

cc Frank Morgan
Forrest Cooper
S. E. Probert

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[illegible] 1956
OFFICE OF
STATE [illegible] ENGINEER

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FOR FILING

EK-14 (1)

4750

Salem, Oregon
November 26, 1956

Contract No. 4750
West Unit, Reedsport-Dean Creek Section

Mr. John L. Gunter
Resident Highway Engineer
Box 496
North Bend, Oregon

At its meeting on November 8, 1956, the State Highway Commission waived the Liquidated Damages clause in Contract No. 4750, West Unit, Reedsport-Dean Creek Section in Douglas County.

It will be necessary to refund $360.00 deducted on the last estimate for the contract. Please show the credit on your next estimate, Statement of Deduction Items, as:

Total Amount to Date - - - - None
Previous Amount - - - - - - - $360.00
Amount Since Last Estimate --$360.00

S. H. Probert
Office Engineer

[illegible]

cc: F. D. Morgan

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FOR FILING

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[illegible]

November 5, 1956

Request for extension of time
No. 10
November 8 and 9 meeting

Oregon State Highway Commission

Gentlemen:

On July 12, 1956 a contract was awarded to Henry M. Miller, of Roseburg, (Contract No. 4750), for slide correction on the Umpqua Highway just easterly of Reedsport.

The project carried the fixed and liquidated damage clause, and in this case the damage was set at $60 per day. The major part of the work was done on an equipment rental basis, there having been prices established for various items, such as tractors and dozers, power shovels, and dump trucks. The contractor was given 30 days to complete all of the work. He did not complete the project on time; actually, he required 36 days to do the work.

An analysis is somewhat difficult to make, due to the fact that the work was performed on an equipment hours' basis. One of the principal items was the rental of a power shovel. The contract called for 600 hours of work. The shovel was actually used 643 hours, or an overrun on an eight-hour-a-day basis of five and a fraction days.

On this basis it is recommended that we waive the fixed and liquidated damage clause. Production on the type of work involved was geared largely to shovel-operating time, and as there are only 720 hours in 30 days, it is my thinking that the increase of 43 hours of working time justifies the waiving of the liquidated damage.

Very truly yours,

W. C. Williams
State Highway Engineer

FC:me

Enclosure

cc Mr. Tom Edwards

A

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OCT 26 1956
FOR FILING

EK 14 (1)

4750

October 26, 1956

General Casualty Company of America
Portland Service Office
209 S. W. Fourth Ave.
Portland 4, Oregon

Attention: Mr. G. H. Burnett

Gentlemen:

It is the intention of the State Highway Commission to release to Henry H. Miller, Contractor a portion of the funds heretofore retained by the Commission on contract No. 4750, for slide correction on the West Unit, Reedsport-Dean Creek Section of the Umpqua Highway in Douglas County.

This payment in the amount of $29,779.15 reduces the retained percentage to 3% of the total amount earned by the contractor, or the sum of $1,402.85. The present payment will be released on or after November 5, 1956.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

Very truly yours

H. B. Glaisyer, Secretary
OREGON STATE HIGHWAY COMMISSION

By
Floyd Query, Assistant Secretary

gl

NOTED ON CARD

A

RECEIVED
OCT 4 1956
FOR FILING

ER-14(1)

4750

October 2, 1956

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

This is to advise you that work was completed on September 25, 1956, on Contract No. 4750, West Unit, Reedsport-Dean Creek Section, in Douglas County, in connection with Federal Aid Project No. ER-14(1).

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

[illegible]:ia

cc: John Cottrell

Form E-1—10M—1-56

OREGON STATE HIGHWAY DEPARTMENT

# Field Engineer's Weekly Report

ER-14 (1)

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending September 22, 1956

Section West unit, Reedsport - Dean Creek

Kind of work Slide Correction

Highway Umpqua

Section prefix 10-1130

Contractor Henry H. Miller

Contract number 4750

Date of contract July 12, 1956

Date of completion 30 Workdays Beg Aug 1, 1956

Date work started July 20, 1956

Estimated date of completion Sept 27, 1956

Project authorization . . . . . . . . $ 54,655.88

Exclusive of Engineering . . . . . . $ 50,769.24

Per cent of time elapsed 113 %

Estimated cost of completed project, exclusive of engineering . . . . . . . . . . . . . . $ 56,000

Estimated per cent overrun or underrun . . . . . . . . . . . . . . . . 2 %

Per cent of contract completed, based on total contract price . . . . . . . . . . . . 101 %

Engineering authorization . . . . . . . $ 3,886.64

Engineering cost to date $ 3,000, 77 %

Date project was completed Sept 25, 1956

---

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Progress has been good this week. Placing of base rock has been completed and leveling course will be placed next week.

State forces (Oiling Crew) should be notified that the project will be completed the latter part of next week.

Mr. L.R. Chandler Asst. Division Engr. was over project Thursday.

NOTED
FORREST COOPER

Noted
M. N. Juve

NOTED
D. J. [illegible]

NOTED
L. H. Young

RECEIVED
SEP 24 1956
OFFICE OF
CONST

Signed

Address Box 496 North Bend, Oregon

NOTED
V. D. WOLFE

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

State Printing 93073

|  | GRADING | SURFACING | MAINTENANCE MATERIALS | OIL AND BITUMINOUS MACADAM | PAVING |
|---|---|---|---|---|---|
| Miles in project | 0.74 | 0.74 |  |  |  |
| Miles partially completed |  | .74 |  |  |  |
| Miles completed | .74 |  |  |  |  |
| Total estimated quantities (contract) | 28,000 | 3,730 |  |  |  |
| Total quantities corrected to date | 36,000 | 2,000 |  |  |  |
| Estimated quantities moved or placed to date | 36,000 | 2,300 |  |  |  |
| Average daily quantities | 1,400 | 500 |  |  |  |
| Average daily quantities necessary to complete project on time | 0 | 500 |  |  |  |
| Number shifts per day | 1 |  |  |  |  |
| Hours per shift | 8 |  |  |  |  |
| Average force on project for week | 5 |  |  |  |  |

|  |  |
|---|---|
| Men |  |
| Supervision | 1 |
| Men and trucks under 3 tons |  |
| Men and trucks over 3 tons | 3 |
| Men and tractors | 1 |

Equipment used during week: Shovels ........, Power graders 1 ........, Rollers ........, Mixers ........, Crushing or screening plants ........

Compressors ........, Bulldozers ........, Compaction rollers ........, . . . . ........, . . . . ........, . . . . ........

|  | WEATHER | HRS. DELAY | CAUSE OF DELAY |
|---|---|---|---|
| Sunday |  |  |  |
| Monday | Fair |  |  |
| Tuesday | " |  |  |
| Wednesday | " |  |  |
| Thursday | Showers |  |  |
| Friday | Fair |  |  |
| Saturday |  |  |  |

FORM E-123 90M REVISED 2-[illegible]

RECEIVED
AUG 2[illegible] 1956
FOR FILING
FR-14 (1)

COMMISSIONERS
BEN R. CHANDLER, CHAIRMAN
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE
M. K. McIVER, MEMBER
PORTLAND
H. B. GLAISYER
SECRETARY

OREGON
STATE HIGHWAY DEPARTMENT
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
W. C. WILLIAMS
1ST ASST. STATE HWY. ENGR.
W. W. STIFFLER
2ND ASST. STATE HWY. ENGR.
C. W. ENFIELD
CHIEF COUNSEL

August 27, 1956

Subject: W. Unit, Reedsport-Dean Cr.
Slide Correction
Contract 4750

Mr. Henry H. Miller
100 Grant Smith Rd.
Roseburg, Oregon

Dear Sir:

Reference is made to your letter of August 23, 1956 in which you point out that the total horsepower furnished in the two tractors used on the Reedsport slide correction exceeded the total of that specified.

We had previously considered this fact, but did not find it had particular merit in this case as we felt that the 115 horsepower cat specified for work at the top of the slope was adequate to do the job at hand. In discussions with our field representatives you brought up this matter and it was pointed out to you that you could reduce the horsepower of the cat working at the top of the slope if you so desired. Our specifications in this case were quite specific and we do not see any reason for further argument.

Very truly yours,

Tom Edwards
Construction Engineer

By L. H. Young
L. H. Young
Ass't Construction Engineer

LHY:ep

cc - Mr. Forrest Cooper
Mr. F. D. Morgan

RECEIVED
[illegible] 1956
OFFICE OF
STATE HIGHWAY ENGINEER

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AUG 23 1956
FOR FILING

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4750

COMMISSIONERS
BEN R. CHANDLER, CHAIRMAN
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE
M. K. McIVER, MEMBER
PORTLAND
H. B. GLAISYER
SECRETARY

OREGON
STATE HIGHWAY DEPARTMENT
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
W. C. WILLIAMS
1ST ASST. STATE HWY. ENGR.
W. W. STIFFLER
2ND ASST. STATE HWY. ENGR.
C. W. ENFIELD
CHIEF COUNSEL

August 20, 1956

Mr. Henry H. Miller, Contractor
100 Grant Smith Road
Roseburg, Oregon

Subject: W. Unit Reedsport-Dean Cr.
Slide Correction
Contract No. 4750

Dear Sir:

Reference is made to your recent telephone call to Mr. Tom Edwards, Construction Engineer, protesting the payment of Contract Item No. 3, Tractor and Dozer, 62 H.P., at a reduced rate from the unit price shown in the contract.

On August 13, 1956 this equipment was discussed with you by our Resident Engineer Gunter and you assured him that this D4 tractor and dozer fully met the horsepower requirements as set forth in the special provisions. Subsequently it was discovered that this was not the case and a proportional reduction has been made in the number of hours allowed to compensate for this.

I suggest that the best solution to this problem is to enter into a price agreement covering the use of this D4 tractor and dozer in lieu of that specified; such price agreement should be based on a ratio of A.G.C. D4 rental rate to A.G.C. D6 rental rate. I believe this will give a fair solution to both the State and yourself. You of course realize payment for a smaller tractor than specified would be exactly the same as paying for materials not received and cannot be countenanced.

I am asking our Division Engineer to contact you in the near future to arrive at an equitable price agreement.

Very truly yours,

Tom Edwards
Construction Engineer

By L. H. Young
L. H. Young
Asst. Construction Engineer

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21 1956
OFFICE OF
STATE HIGHWAY ENGINEER

LHY:ep

cc - Forrest Cooper
F. D. Morgan

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AUG 20 1956
FOR FILING

ER-14(1)

4750

August 15, 1956

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for Extra Work No. 1 covering state share of flagging costs on the West Unit, Reedsport-Dean Creek Section of the Umpqua Highway in Douglas County, Contract No. 4750, in connection with Federal Aid Project No. ER-14(1).

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Deputy State Highway Engineer

DWP:ia

Encl.

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AUG 14 1956
FOR FILING

| |
|---|
| ER-M [illegible] |
| |
| 4750 |

August 13, 1956

Henry H. Miller, Contractor
100 Grant Smith Road
Roseburg, Oregon

Dear Sir:

We enclose herewith for your files two fully executed copies of contracts awarded to you by the State Highway Commission on July 12, as follows:

Contract No. 4749, for slide correction on the Elkhead Road Unit, Divide-Rice Hill Section of Pacific Highway in Douglas County.

Contract No. 4750, for slide correction on the West Unit, Reedsport-Dean Creek Section of the Umpqua Highway in Douglas County.

Copies of these contracts are also being sent to the surety on your performance bonds.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encls.

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AUG 1 1956
FOR FILING

ER-14 (1)

4750

July 31, 1956

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

This is to advise you that work was started on July 20, 1956, on Contract No. 4750, West Unit, Reedsport-Dean Creek Section, in Douglas County, in connection with Federal Aid Project No. ER-14(1).

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Deputy State Highway Engineer

WCW:ia

RECEIVED
JUL 16 1956
FOR FILING
ER-14 (1)
4750

July 16, 1956

Henry H. Miller, Contractor
C. V. Route, Box 166
Roseburg, Oregon

Dear Mr. Miller:

The State Highway Commission on July 12, 1956 awarded to you State Highway Contract No. 4750 for slide correction on the West Unit, Reedsport-Dean Creek Section of the Umpqua Highway in Douglas County.

This award was based on your bid of $39,733 which was the low bid submitted to the Commission on that day for this project. Contract forms will be sent to you for execution within the next few days.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

mm

cc: Forrest Cooper
S. H. Probert
R. G. Savage, SIAC

RECEIVED
JUL 18 1956
FOR FILING
OREGON DISTRICT

ER-14 (1)

4750

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

406 STATE HIGHWAY BLDG.
SALEM, OREGON

08-35

July 12, 1956

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

This is to advise of our prior verbal concurrence as of this date in award of contract No. 4750 for Oregon Project ER-14(1), West Unit, Reedsport-Dean Creek Section of the Umpqua Highway, to Henry H. Miller of Roseburg, Oregon, low bidder in the amount of $39,733.00 at the July 12, 1956 bid opening.

Very truly yours,

C G Polk
C. G. POLK
District Engineer

RECEIVED
JUN - 1956
FOR FILING

File

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

OREGON DISTRICT

406 STATE HIGHWAY BLDG.
SALEM, OREGON

ER-14(1)

4250

08-35

May 17, 1956

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

We have today approved P. S. and E. documents for Oregon Project ER-14(1), West Unit, Reedsport - Dean Creek Section of the Umpqua Highway.

This is your authority to advertise for bids.

Very truly yours,

C. G. Polk
C. G. POLK
District Engineer

RECEIVED
JUN 1956
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
MAY 16 1956
FOR FILING

ER-14 (1)

4750

NOTED
W. C. WILLIAMS

08-35 May 11, 1956

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Your letter of May 10, 1956 requested approval of the force account method of construction for emergency relief project ER-14 (1) which was approved as Item 18 of Oregon's Emergency Relief Federal-aid Primary Highway Program, Supplement 1. The project is carried in the program as follows:

| Item No. | County | Project No. | Total Cost | Federal Funds |
|---|---|---|---|---|
| 18 | Douglas | ER-14(1) | $125,000 | $62,500 |

This project involves the removal of a slide which occurred as a result of the flood and storm of December 1955 and forced closure of an important highway. Due to a shortage of state-owned equipment in the vicinity and the necessity of reopening the road as soon as possible, arrangements were made for performance of the work by a local contractor. The work was done on a force account basis under State supervision and cost approximately $50,000 for removal of as much of the slide as was necessary to enable resumption of traffic.

Since the use of contractor's forces and equipment on a force account basis furnished the quickest and most economical means of restoring road service the force account method of construction is approved as being in the public interest.

Cutting back and finishing the slopes and restoring the surfacing which is part of the approved project is to be contracted at an approximate cost of $40,000.

Very truly yours,

C. G. POLK
District Engineer

Original to
Mr. Probert

RECEIVED
MAY 11 1956
FOR FILING

ER-14(1)

4950

May 10, 1956

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

Your approval is requested of the force account method of construction for emergency relief project ER-14(1) which was approved as Item No. 10 of Oregon's Emergency Relief Federal-aid Primary Highway Program, Supplement No. 1. The project is carried in the program as follows:

| Item No. | County | Project No. | Total Cost | Federal Funds |
|---|---|---|---|---|
| 10 | Douglas | ER-14(1) | $125,000 | $62,500 |

The slide to which this project applies resulted in complete closure of the highway at a point where no alternate route or detour is available. Immediate clearance of the highway was necessary. As state-owned equipment was not available in the vicinity, arrangements were made for performance of the work by the contractor who was just then finishing work on the section of highway within which the slide occurred. The arrangement called for removal by the contractor of only so much of the slide as was necessary to enable resumption of traffic with payment to be made to the contractor on the basis regularly applicable to payments for "extra work".

The work performed by this contractor was completed on April 25. The cost will amount to approximately $50,000. It is the part of the work for which we now ask your approval of the force account method of construction.

Completion of the project requires the cutting back and finishing of slopes and the restoration of surfacing on a permanent basis. This work is proposed to be done by unit price contract. Its cost is estimated at about $40,000.

In making payment to the contractor who performed the "force account" portion of the project, the following basis is being used:

> Equipment, which is the major item, is being paid for at rates previously adopted by the Highway Department as standard rates applicable generally to "extra work" under its contracts for highway construction, with a five per cent allowance for superintendence and overhead which also is a standard allowance. Rental rates include wages of operators and fuel costs.
>
> Labor other than equipment operators is being paid for at the wage rates prevailing in the area, with a fifteen per cent allowance for superintendence, overhead and profit.
>
> Materials are being paid for at actual cost with an allowance of five per cent for superintendence and overhead.

Very truly yours,

R. M. Baldock
State Highway Engineer

By

W. C. Williams
Deputy State Highway Engineer

[illegible]

RECEIVED
JAN [illegible] 1956
FOR FILING

FE-14(1)

4250

January 16, 1956

Mr. Skip Carson, President
Lower Umpqua Chamber of Commerce
Reedsport, Oregon

Dear Mr. Carson:

In behalf of Mr. Ben R. Chandler, Chairman of the State Highway Commission, I wish to acknowledge and thank you for your letter of January 12, 1956 in which you advise that the Lower Umpqua Chamber of Commerce at its regular January meeting adopted a resolution thanking the Highway Commission for the help that was rendered you during the emergency recently created by the slide condition on Highway 38.

It will be my pleasure to bring your letter to the attention of Mr. Chandler and the other members of the Commission, as well as the State Highway Engineer, all of whom, I know, will be glad to receive your expression of gratitude.

Thanking you for your letter, I remain

Sincerely yours,

Secretary
OREGON STATE HIGHWAY COMM.

HBG:jmc

cc: Commissioners
R. H. Baldock

WINCHESTER BAY • GARDINER • SCOTTSBURG • REEDSPORT

LOWER UMPQUA
**CHAMBER OF COMMERCE**
HEADQUARTERS: REEDSPORT, OREGON

January 12, 1956

Ben Chandler, Chairman
State Highway Commission
Salem, Oregon

Dear Sir:

By special resolution at our regular January, 1956 monthly meeting, the Lower Umpqua Chamber of Commerce (representing Reedsport, Gardiner, Scottsburg, Lakeside, and Winchester Bay) has voted unanimously to send you this expression of thanks for the help you have given us during the emergency created by the great slide on Highway 38.

All of us feel that your department and your people have given us an example of true public service.

Sincerely yours,

Skip Carson
President.

SC/m

Skip Carson

ACKNOWLEDGED
H. B. GLAISYER

RECEIVED
JAN 11 1956
FOR FILING

Umpqua Hwy

**CLASS OF SERVICE**
This is a fast message unless its deferred character is indicated by the proper symbol.

# WESTERN UNION
## TELEGRAM

W. P. MARSHALL, PRESIDENT

(48)

1220
(R 11-54)

**SYMBOLS**
DL = Day Letter
NL = Night Letter
LT = International Letter Telegram

The filing time shown in the date line on domestic telegrams is STANDARD TIME at point of origin Time of receipt is STANDARD TIME at point of destination

PRA095

PR COA042 PD=REEDSPORT ORG 10 1030AMP=

JAN 10 AM 10 55

OREGON STATE HIGHWAY=
SALEM ORG=

GENETLEMEN THE CITY COUNCIL OF THE CITY OF REEDSPORT REQUESTED THAT I WIRE YOU IN REGARDS TO THE SLIDE OM HIWAY 38 THE COUNCIL WONDERS IF THERE IS ANY POSSIBLE WAY THAT CLEARANCE CAN BE RUSHED BY EXTRA SHIFTS OR OTHER MEANS. ONE HUNDRED TWENTY FIVE MEN SIGNED UP FOR UNEMPLOYMENT COMPENSATION MONDAY JAN 9 1956 DUE TO THE SLIDE CONDITION ON HIGHWAY 38 IS THE LIFE LINE FOR ALL OF REEDSPORT GARDINER AND SURROUNDING AREAS ANY EXTRA HELP THAT WILL EXPEDITE THE OPENING OF 38 FOR MOTOR TRAFFIC WILL BE GREATLY APPRECIATED BY THE CITY OF REEDSPORT.THE COUNCIL APPRECIATES THE EFFORTS SO FAR MADE IN THIS MATTER VERY TRULY YOURS =

WM JANE CITY ATTORNEY REEDSPORT ORG=

NOTED
State Highway Engineer

RECEIVED
JAN 11 1956
FOR FILING

Umpqua Hwy

CLASS OF SERVICE
This is a fast message unless its deferred character is indicated by the proper symbol.

# WESTERN UNION
TELEGRAM
W. P. MARSHALL, PRESIDENT

(48)

1220
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PRA095
PR COA042 PD=REEDSPORT ORG 10 1030AMP=

JAN 10 AM 10 55

:OREGON STATE HIGHWAY=
:SALEM ORG=

:GENETLEMEN THE CITY COUNCIL OF THE CITY OF REEDSPORT
REQUESTED THAT I WIRE YOU IN REGARDS TO THE SLIDE OM HIWAY
38 THE COUNCIL WONDERS IF THERE IS ANY POSSIBLE WAY THAT
CLEARANCE CAN BE RUSHED BY EXTRA SHIFTS OR OTHER MEANS. ONE
HUNDRED TWENTY FIVE MEN SIGNED UP FOR UNEMPLOYMENT
COMPENSATION MONDAY JAN 9 1956 DUE TO THE SLIDE CONDITION
ON HIGHWAY 38 IS THE LIFE LINE FOR ALL OF REEDSPORT
GARDINER AND SURROUNDING AREAS ANY EXTRA HELP THAT WILL
EXPEDITE THE OPENING OF 38 FOR MOTOR TRAFFIC WILL BE GREATLY
APPRECIATED BY THE CITY OF REEDSPORT.THE COUNCIL APPRECIATES
THE EFFORTS SO FAR MADE IN THIS MATTER VERY TRULY YOURS:
WM JANE CITY ATTORNEY REEDSPORT ORG=

NOTED
State Highway Engineer

THE COMPANY WILL APPRECIATE SUGGESTIONS FROM ITS PATRONS CONCERNING ITS SERVICE

18-3252 Klamath Sand Shed 1956

#4751

18-3252 Klamath Sand Shed 1956

#4751

RECEIVED
JAN 10 1957
FOR FILING

18-3252

OREGON STATE HIGHWAY DEPARTMENT
(date)
January 7, 1957

427

| (CONTRACT NO.) | (EST. NO.) | (CONTRACTOR) |
|---|---|---|
| 4751 | 4-Final | A. E. Fitzgerald |

| (VOUCHER NO.) | (WARRANT NO.) | (AMOUNT) | (DATE) |
|---|---|---|---|
| 28710 | H-169856 | $ 730.15 | 1/7/57 |

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

Ruth Rawlings
ACCOUNTING DIVISION

---

Specified completion Date: 85 Workdays from 7-23-56

Time Extensions: None

Completion Date: Dec. 3, 1956

Date Accepted: Dec. 17, 1956

Penalties: None of record

Claims: None of record

Remarks:

---

Date: 1-8-57

To the Accounting Division:

Release of the above warrant is hereby authorized

H. B. Glaisyer
Secretary

Warrant Mailed: JAN 8 1957

Ruth Rawlings

NOTED ON CARD

RECEIVED
DEC 23 1956
FOR FILING
4751

December 27, 1956

CERTIFIED MAIL

United Pacific Insurance Co.
Fidelity & Surety Department
Medical Arts Bldg.
Tacoma, Washington

Gentlemen:

State Highway Contract No. 4751 for construction of the Klamath Falls Sand Shed in Klamath County was completed by the contractor, J. E. Fitzgerald, on December 3 and was formally accepted by the Highway Commission on December 17, 1956.

Final payment in the amount of $730.15 will be released to the contractor on or after January 7, 1957. The total contract amount is $8,590.00 and no force account work was performed on the project.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: United Pacific Insurance Co.
Portland Branch Office
627 Board of Trade Bldg.
Portland 4, Oregon

NOTED ON CARD

RECEIVED
AUG 14 1956
FOR FILING

18-3252

4751

August 13, 1956

A. E. FitzGerald, Contractor
329 Roger Street
Klamath Falls, Oregon

Dear Sir:

We enclose herewith for your files a fully executed copy of contract No. 4751, which was awarded to you by the State Highway Commission on July 12, for construction of the Klamath Falls Sand Shed in Klamath County.

We are also sending a copy of this contract to the surety on your performance bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encl.

4125 = 111

RECEIVED
JUL 16 1956
FOR FILING

| |
|---|
| 16-3252 |
| |
| 4751 |

July 16, 1956

Mr. A. E. Fitzgerald
329 Roger Street
Klamath Falls, Oregon

Dear Mr. Fitzgerald:

The State Highway Commission on July 12, 1956 awarded to you State Highway Contract No. 4751 for construction of a Sand Shed at Klamath Falls in Klamath County.

This award was based on your bid of $8,590 which was the low bid submitted to the Commission on that day for this project. Contract forms will be sent to you for execution within the next few days.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

mm

cc: Forrest Cooper
S. H. Probert
R. G. Savage, SIAC
P. M. Stephenson

RECEIVED
MAY 3 - 1956
FOR FILING

**OREGON STATE HIGHWAY DEPARTMENT**

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
May 1, 1956

SUBJECT: Location of Sand Shed to be built at Klamath Falls Maintenance Station

To:

Mr. W. W. Stiffler
Assistant State Highway Engineer
Office

Herewith is a sketch showing the proposed location for the Sand Shed to be built at Klamath Falls Maintenance Station. The Budget item is $9300.00 for a sand shed 60x64 to provide 1250 c.y. capacity. The Light Snow Load design, Bridge Drawing #10221, should be used. The estimate of cost is 3840 sq. ft. at $2.15 per sq. ft. - $8256 and adding 12½% for engineering and contingencies, makes a total of $9300.00.

The floor elevation should be made the same as the Maintenance Shop floor.

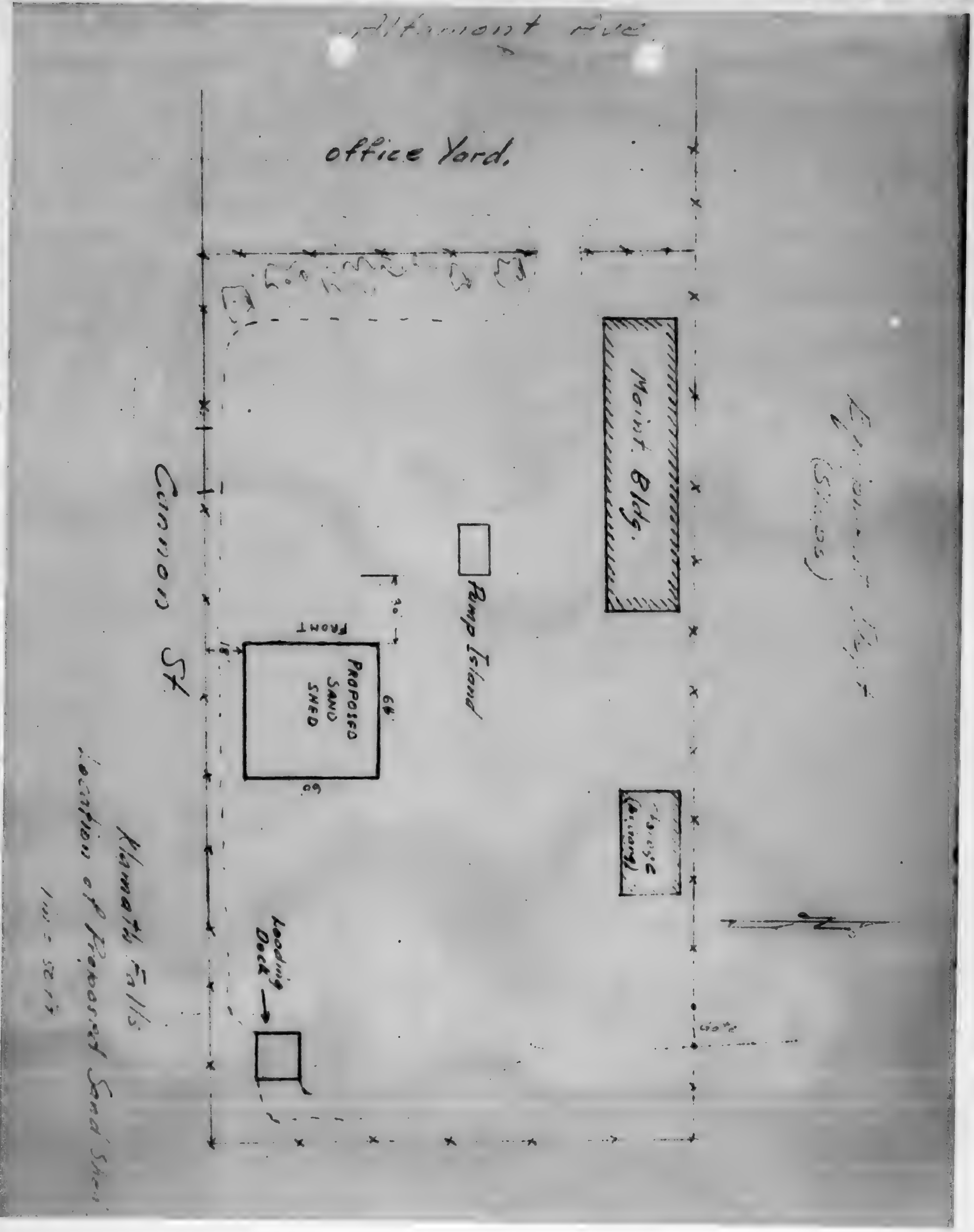
Earth ramps and flood lighting, if needed, will be by State Forces after the building is completed.

I. A. DeFrance
Assistant Maintenance Engineer

IAD:bt
Enclosure
cc - P. M. Stephenson

RECEIVED
MAY 2 1956
OFFICE OF
STATE HIGHWAY ENGINEER

NOTED
W. W. STIFFLER


Altamont Ave.
Office Yard.
Maint. Bldg.
Pump Island
FRONT
30
18
64
60
PROPOSED SAND SHED
Cannon St.
Garage (existing)
Loading Dock
gate
Klamath Falls
Location of Proposed Sand Shed
1" = 25'

22-3411 Sweet Home Maintenance Building1956
#4752

RECEIVED
JAN [illegible] - 1957
FOR FILING

OREGON STATE HIGHWAY DEPARTMENT
(date)
January 4, 1957

| | | |
|---|---|---|
| 22-3411 | | |
| (CONTRACT NO.) | (EST. NO.) | (CONTRACTOR) |
| 4752 4752 | 4-Final | Lloyd G. Sparling |

| | | | |
|---|---|---|---|
| (VOUCHER NO.) | (WARRANT NO.) | (AMOUNT) | (DATE) |
| 28556 | H-169712 | $ 3,375.07 | ~~1/4/57~~ |

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

Ruth Rawlings
ACCOUNTING DIVISION

---

Specified completion Date: 85 Workdays from 7-23-56

Time Extensions: None

Completion Date: Nov. 14, 1956

Date Accepted: Dec. 17, 1956

Penalties: None of record

Claims: None of record

Remarks:

---

Date: 1-4-57

To the Accounting Division:

Release of the above warrant is hereby authorized

H B Glaisyer
H. B. Glaisyer
Secretary

Warrant Mailed: 1-4-57
Ruth Rawlings

NOTED ON CARD

RECEIVED
DEC 24 1956
FOR FILING

4752

~~thru Lessing~~ file

December 21, 1956

CERTIFIED MAIL

National Surety Corporation
401 California Street
San Francisco, California

ATTENTION: Fidelity & Surety Dept.

Gentlemen:

State Highway contract No. 4752 for construction of maintenance building in Sweet Home, Linn County was completed by the contractor, Lloyd G. Sperling, on November 14, 1956, and was formally accepted by the Highway Commission on December 17, 1956.

Final payment in the amount of $3,375.07 will be released to the contractor on or after December 31, 1956. The total contract amount is $14,859.00, and no force account work was performed on the project.

The State is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the State assumes no responsibility for such claims should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor on this project.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

ds

noted on card
DC

RECEIVED
DEC 24 1956
FOR FILING

[illegible]

4752

~~[illegible]~~ file

December 21, 1956

__CERTIFIED MAIL__

National Surety Corporation
401 California Street
San Francisco, California

ATTENTION: Fidelity & Surety Dept.

Gentlemen:

State Highway contract No. 4752 for construction of maintenance building in Sweet Home, Linn County was completed by the contractor, Lloyd G. Sperling, on November 14, 1956, and was formally accepted by the Highway Commission on December 17, 1956.

Final payment in the amount of $3,375.07 will be released to the contractor on or after December 31, 1956. The total contract amount is $14,859.00, and no force account work was performed on the project.

The State is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the State assumes no responsibility for such claims should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor on this project.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

ds

noted on card
DC

RECEIVED
AUG 14 1956
FOR FILING

22-3411

4752

August 13, 1956

Lloyd G. Sperling, Contractor
P. O. Box 92
Tillamook, Oregon

Dear Sir:

We enclose herewith for your files a fully executed copy of contract No. 4752, which was awarded to you by the State Highway Commission on July 12, covering construction of the Sweet Home Maintenance Building in Linn County.

We are also sending a copy of this contract to the surety on your performance bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encl.

A

RECEIVED
JUL 23 1956
FOR FILING

| |
|---|
| 22 - 2911 |
| |
| 4752 |

July 20, 1956

Mr. Roy Eames, City Manager
City of Sweet Home
1140 - 12th Avenue
Sweet Home, Oregon

Dear Mr. Eames:

I wish to acknowledge your letter under date of July 13, which has reference to the opposition advanced by property owners to the Highway Department's plan of acquiring three additional lots, 60' x 200', as an addition to our existing maintenance headquarters property in Sweet Home.

An inspection was made on Thursday, July 19, by Mr. Stiffler, Assistant Highway Engineer, at which time he discussed the subject more fully with you. I agree with Mr. Stiffler's recommendation that it is not necessary that we acquire these three additional lots as an extension to our plant at this time; therefore, through a copy of this letter to Mr. Porter, Right of Way Engineer, all negotiations will be cancelled.

I am enclosing two snapshots to give you a better idea of the building which we propose to build at Sweet Home, for which a contract was awarded to Lloyd G. Sperling at the last Commission meeting. In conjunction with the construction of a modern concrete-block building, we will, of course, construct a standard wire-mesh or chain-link galvanized fence around the property and will rearrange the storage of our construction materials both for appearance' sake and for more efficient operation of our plant. Upon the completion of these proposed developments, we will follow a more or less standardized plan which calls for plantings to develop a protective screen or edge along the borders of our property.

I am satisfied that the adjacent property owners will have no complaints when our proposed development is completed.

Very truly yours,

R. H. Baldock
State Highway Engineer

WWS:er hi

Encl.

cc Mr. W. W. Stiffler
Mr. E. A. Collier
Mr. R. L. Porter

# CITY OF SWEET HOME

LINN COUNTY
**SWEET HOME, OREGON**
1140 12th Avenue

July 13, 1956

REFERRED TO
Stiffler
BY DEPUTY STATE HIGHWAY ENGINEER

Mr. R. H. Baldock
State Highway Engineer
State Highway Department
Salem, Oregon

Dear Mr. Baldock:

It has come to the attention of the City Council that the State Highway Department is attempting to acquire additional property adjacent to the South line of your present maintenance yard in the City of Sweet Home. At the regular council meeting held July 10, 1956, a group of interested property owners from the area near your maintenance lot appeared in protest of expanding State Highway maintenance facilities into restricted residential zone unless there were provisions made for eliminating unsightly buildings, equipment stockpiles, and gravel stockpiles.

At the present time the City Council has no information concerning the plans for developing and extending your present facilities and thus is in no position to be helpful to either the Highway Department or the affected property owners.

The City Council would like to give support to the State Highway Department providing you plan to develop your property with adequate protection screening shrubs, fences and buildings which conform to a residential pattern.

It has been suggested that you provide our local newspaper with an architect's sketch of your new buildings and a proposed sketch of your landscape.

We believe that your plans for extending your maintenance facilities in Sweet Home will meet with a great deal of support if your property is developed with care.

Please provide us with any information you have planned for the area.

Very truly yours,
City of Sweet Home

Roy Eames

Roy Eames
City Manager

RE:mh

RECEIVED
JUL 17 1956
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
JUL 20 1956
FOR FILING

| |
|---|
| 22-3411 |
| |
| 4752 |

Salem, Oregon
July 19, 1956

Mr. P. M. Stephenson
Bridge Engineer
Office

Today, I discussed with Roy Eames, City Manager of Sweet Home, our negotiations with property owners for the acquisition of three additional 60-foot lots as an extension to our existing section maintenance quarters plant at Sweet Home.

Incidentally, the City Manager advised me that in his opinion it would be impossible to construct the 4-inch sewer connection from the new Sweet Home building, on First Avenue, to a connection with the 8-inch existing sewer main immediately south of our south boundary; therefore, it may be necessary to construct this 4-insh sewer connection on highway property.

W. W. Stiffler
Assistant State Highway Engineer

WWS:er

cc Mr. I. A. De France

RECEIVED
MAY 11 1956

FOR FILING

Maint
Bldg & Sites

Sweet Home

Salem, Oregon
May 11, 1956

Sketch of Sweet Home
Maintenance Station -
New Location

Mr. W. W. Stiffler
Assistant State Highway Engineer
Office

Herewith sketch of Sweet Home Maintenance Station site showing the proposed location of the new maintenance building included in our 1956 Maintenance Station Improvement Budget. The building proposed is a duplicate of the one built at Newport last year which provides four truck storage bays and a standard shop unit.

The power line is located on the highway and the Contractor should make the necessary hookup to the new building. The Contractor should also make a connection to the sewer main located a few feet south of our south property line and in the street west of our property. The Contractor should also provide a temporary hookup to our existing 3/4" water line, it being planned to bring in a 2" main from farther down the street by state forces at a later date.

Mr. Morelock requests that the elevation of the shop floor should be 2.5 feet higher than the southwest corner of the existing gas pump island. State forces will move the existing building out of the Contractors way.

The same size building at Newport, last year, cost $13,500 and at Reedsport, $13,200, including engineering. There is some additional work to be done by state forces such as fencing, service station surfacing and oiling the yard, etc., but these will easily come within the $18,000 set up in the Budget.

I. A. DeFrance
Assistant Maintenance Engineer

IAD:bt
Enclosure

FORM E30——50M——2-55——02906

# OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
May 11, 1956

SUBJECT: Sketch of Sweet Home Maintenance Station - New Location

To:

Mr. W. W. Stiffler
Assistant State Highway Engineer
Office

Herewith sketch of Sweet Home Maintenance Station site showing the proposed location of the new maintenance building included in our 1956 Maintenance Station Improvement Budget. The building proposed is a duplicate of the one built at Newport last year which provides four truck storage bays and a standard shop unit.

The power line is located on the highway and the Contractor should make the necessary hookup to the new building. The Contractor should also make a connection to the sewer main located a few feet south of our south property line and in the street west of our property. The Contractor should also provide a temporary hookup to our existing 3/4" water line, it being planned to bring in a 2" main from farther down the street by state forces at a later date.

Mr. Morelock requests that the elevation of the shop floor should be 2.5 feet higher than the southwest corner of the existing gas pump island. State forces will move the existing building out of the Contractors way.

The same size building at Newport, last year, cost $13,500 and at Reedsport, $13,200, including engineering. There is some additional work to be done by state forces such as fencing, service station surfacing and oiling the yard, etc., but these will easily come within the $18,000 set up in the Budget.

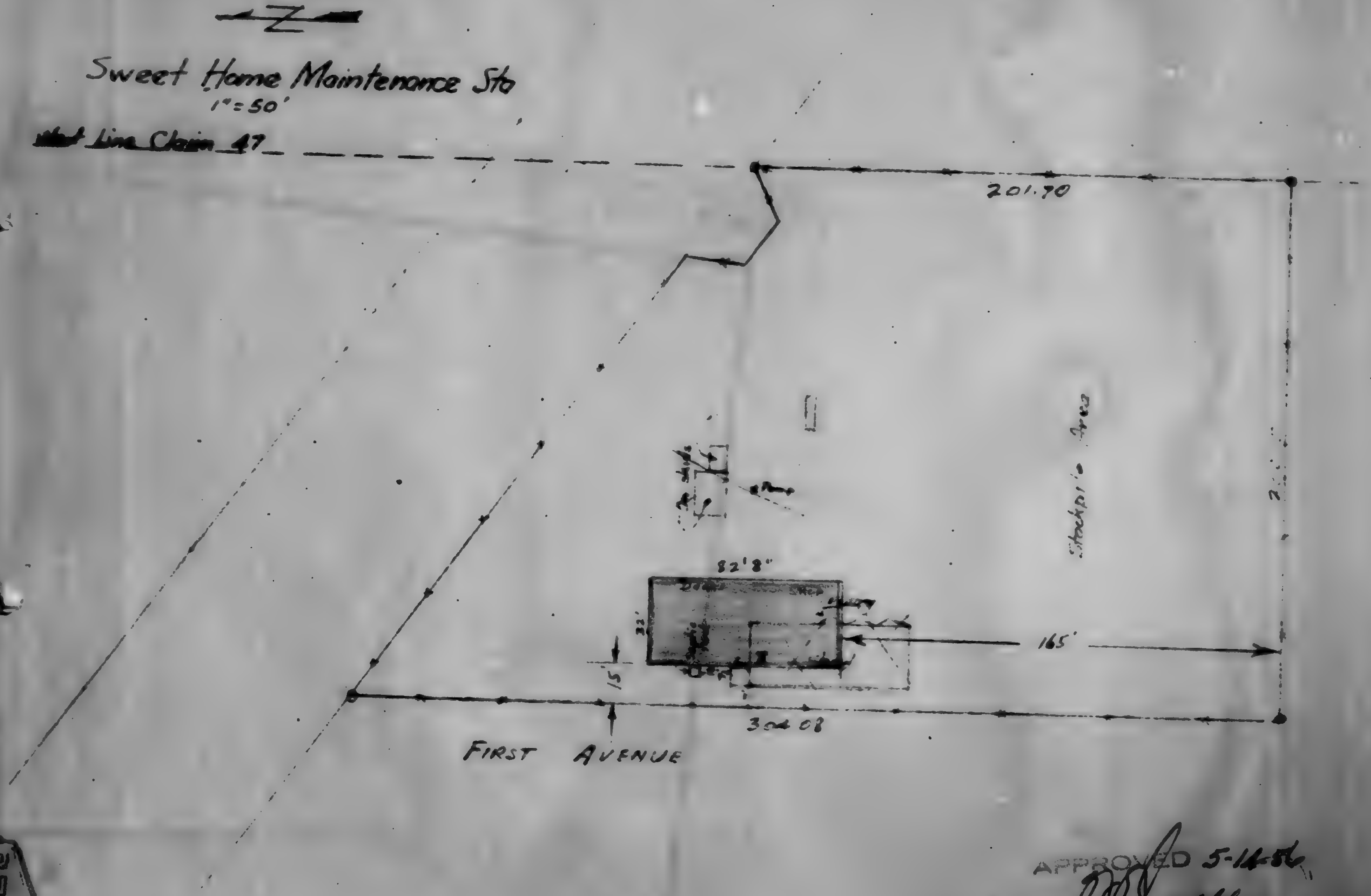
Copy Ret'd to →
" ford to
M. Stephenson

IADeFrance
I. A. DeFrance
Assistant Maintenance Engineer

IAD:bt
Enclosure

APPROVED 5-14-56
WWStiffler
Assistant State Highway Engineer

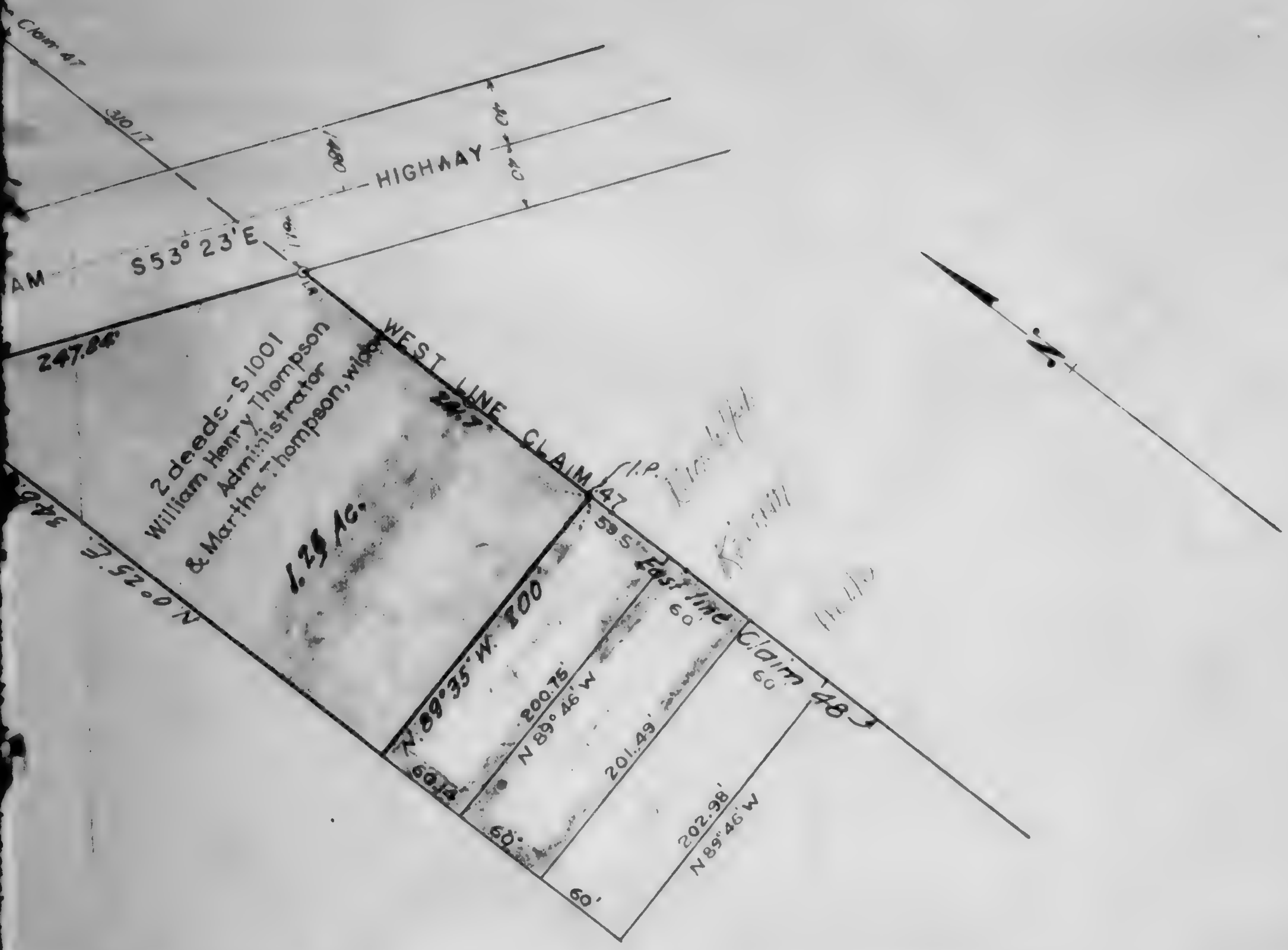
NOTED
W. W. STIFFLER



Sweet Home Maintenance Sta
1" = 50'

APPROVED 5-14-56

1R-1-370

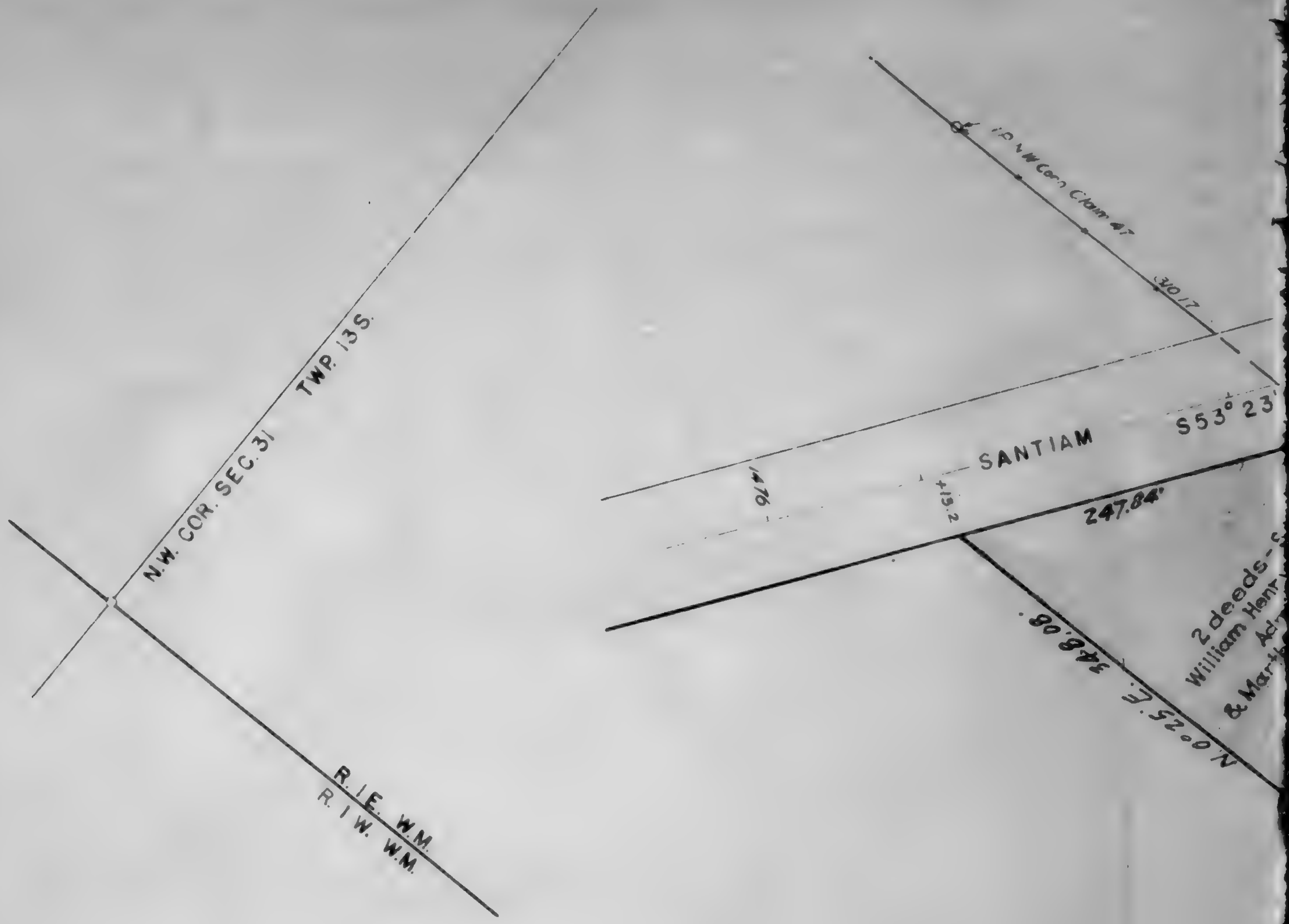


MP. 27.3

| | |
|---|---|
| **OREGON STATE HIGHWAY DEPARTMENT** | |
| Acquire from | John A. Thompson Est. |
| **For** | Stock Pile<br>& Maint. Site |
| **Highway** | SANTIAM |
| **County** | LINN |
| **Scale** 1" = 100' | **Date** 10-19-38 |

4B-10-6

Rev. May 1956



NP. 27

MAY 2 5 1956

DIETZGEN NO. 127

A

RECEIVED
JUL 16 1956
FOR FILING
22-3411

4752

July 16, 1956

Mr. Lloyd G. Sperling
1415-6th Street
Tillamook, Oregon

Dear Mr. Sperling:

The State Highway Commission on July 12, 1956 awarded to you State Highway Contract No. 4752 for construction of a Maintenance Building at Sweet Home in Linn County.

This award was based on your bid of $14,730 which was the low bid submitted to the Commission on that day for this project. Contract forms will be sent to you for execution within the next few days.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

mm

cc: Forrest Cooper
S. H. Probert
R. G. Savage, SIAC
P. M. Stephenson

30-3252 Mission Road Junction Sand Shed1956

#4753

30-3252

OREGON STATE HIGHWAY DEPARTMENT
(date)
November 1, 1956

| | | | |
|---|---|---|---|
| (CONTRACT NO.) | (EST. NO.) | (CONTRACTOR) | |
| 4753 | 2-Final | Bechtel Brothers | |
| (VOUCHER NO.) | (WARRANT NO.) | (AMOUNT) | (DATE) |
| 22197 | H-164615 | $ 5,789.20 | 11/1/56 |

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

Ruth Rawlings
ACCOUNTING DIVISION

---

Specified completion Date: **85 Workdays from 7-23-56**

Time Extensions: **None**

Completion Date: **October 1, 1956**

Date Accepted: **Nov. 8, 1956**

Penalties: **None of record**

Claims: **None of record**

Remarks:

---

Date: **11-15-56**

To the Accounting Division:

Release of the above warrant is hereby authorized

H B Glaisyer
H. B. Glaisyer
Secretary

Warrant Mailed: NOV 15 1956

Ruth Rawlings

NOTED ON CARD

RECEIVED
OCT 24 1956
FOR FILING
56-3252
4753

October 24, 1956

**CERTIFIED MAIL**

United States Fidelity & Guaranty Co.
Lotus M. Conser, Manager
201 Portland Trust Bldg.
Portland 4, Oregon

Dear Sir:

State Highway Contract No. 4753 for constructing the Mission Road Junction Sand Shed in Umatilla County was completed by the contractor, Bechtel Bros., on October 1, 1956 but has not as yet been accepted by the Highway Commission.

Final payment in the amount of $5,789.10 will be released to the contractor after acceptance by the Commission. The total contract amount is $12,585.00 and no force account work was performed on the project.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

NOTED ON CARD

RECEIVED
AUG 14 1956
FOR FILING

30-3252

4753

August 13, 1956

Bechtel Bros., Contractor
2107 Depot Street
La Grande, Oregon

Gentlemen:

We enclose herewith for your files a fully executed copy of contract No. 4753, which was awarded to you by the State Highway Commission on July 12, covering construction of Mission Road Junction Sand Shed in Umatilla County.

We are also sending a copy of this contract to the surety on your performance bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encl.

A

RECEIVED
JUL 16 1956
~~FOR FILING~~
30-3252

4753

July 16, 1956

Bechtel Brothers
2107 Depot Street
La Grande, Oregon

Gentlemen:

The State Highway Commission on July 12, 1956 awarded to you State Highway Contract No. 4753 for construction of Mission Road Junction Sand Shed near Pendleton in Umatilla County.

This award was based on your bid of $12,585 which was the low bid submitted to the Commission on that day for this project. Contract forms will be sent to you for execution within the next few days.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

mm

cc: Forrest Cooper
S. H. Probert
R. G. Savage, SIAC
P. M. Stephenson

S-325 (1) Oswego Section of the Country1956
Club Road and "A" Avenue

NOTED
H. S. COX

NOTED
Harold C. Ayers

4754

S-325(2)

March 9, 1962

Fas 680,
Clack Co
S-325(1) + (2)

Mr. Ed Latourette, Chairman
Board of County Commissioners
County Court House
Oregon City, Oregon

N.R. #31
RE: Traffic Discrimination
F.A.S. 680, Clackamas County

Dear Sir:

I am instructed to inform you that the subject of the 4-way stop at Country Club Road at 10th and Iron Mountain Boulevard has been reviewed by the Council. The delay in replying to your letter was caused by the necessity for reviewing the agreements referred to in your letter. We find that these agreements are between the County and State and do not pertain to the City of Lake Oswego.

Further information discloses a resolution dated July 3, 1956 and a communication to the State Highway Department dated July 5, 1956, transmitting copies of said resolution. Upon a review by legal counsel and legislative determination, it has been determined that the placing of the stop signs complained of does not unduly interfere with the free and convenient flow of traffic along said highway, and that said City regulations do not impede the free, convenient and safe flow of traffic and that placing of said stop sign is not an unreasonable limitation of speed upon said highway nor is this discriminatory in any manner. Therefore, as explained by the Mayor and myself by phone conversation of this date, the City, in the exercise of their legislative powers, refuses to comply with your request in the removal of said stop signs.

See Co. Eng. Res. f

Respectfully yours,

Copy of this letter to Polk
3-12-62 HSC.

G. D. Gleason
Admin. Assistant to the Council

GDG:hb
cc: Comm. Darrell Jones
Comm. S. C. Ely
H. S. Cox, State Hwy. Dept. ✓

COPY

RECEIVED
MAR 12 1962
ENGINEER
COUNTY & CITY RELATIONS

RECEIVED
APR 16 1958
FOR FILING

1 3:50

4754

Noted on card
file

April 11, 1958

Glens Falls Insurance
Pacific Coast Department
6th Floor, Mills Tower
San Francisco, California

Gentlemen:

A letter has been received from James A. C. Tait & Co., Portland, stating that their claim against Perkins Brothers in the amount of $3,474.85 has been paid in full. The claim pertains to our Contract No. 4754, awarded to Perkins Brothers for work on the Country Club Road and "A" Avenue in the City of Oswego.

This information is provided as your Company appears as surety on the performance bond furnished with this contract.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

CC:
Amerata & Schram
Mead Building
Portland 4, Oregon

Perkins Brothers
10324 N. E. Halsey St.
Portland 20, Oregon

Commissioners
Mr. W. C. Williams
Mr. Forrest Cooper

FAQ:fp

NOTED ON CARD

RECEIVED
APR [illegible] 1958
FOR FILING
S-335(1)

4754

noted on card
File

April 11, 1958

James A. C. Tait & Co.
725 Yeon Building
Portland 4, Oregon

Attention: Lorrain G. Small

Gentlemen:

Thank you for your letter of April 9 stating that your claim in the sum of $3,474.85 against Perkins Brothers on Contract No. 4754 has been paid in full. We will notify the surety that the claim has been satisfied.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

CC:
Mr. John M. Coke
Attorney for Glens Falls Insurance Co.
725 Yeon Building
Portland, Oregon

FAQ:fp

NOTED ON CARD

JOHN M. COKE
ATTORNEY AT LAW
725 YEON BUILDING
PORTLAND 4, OREGON
CApitol 8-0838

April 9, 1958

Mr. Herbert G. Glaisyer, Secretary
Oregon State Highway Commission
Salem, Oregon

Dear Mr. Glaisyer:

RE: State Highway Contract No. 4754,
Perkins Brothers, Contractor

Please be advised that the claim which we filed with the Oregon State Highway Commission on State Highway Contract No. 4754, designated as "Grading and Paving Country Club Road and "A" Avenue, Oswego Section of Clackamas County, Oregon", in the amount of $3,474.85 has today been fully paid and satisfied, and, therefore, this letter will serve for the purpose of your satisfying our claim against the contractor, Perkins Brothers.

Very truly yours,

JAMES A. C. TAIT & CO.

BY: Lorraine E. Small
Vice-President

dv

cc: John M. Coke,
Attorney for Glens Falls Insurance Co.
725 Yeon Building
Portland, Oregon

REFERRED TO
Glenn
BY SECRETARY
prepare usual letter
record on card

RECEIVED
APR 10 1958
OREGON
STATE HIGHWAY COMMISSION

NOTED ON CARD
em

RECEIVED
FEB 11 1958

FOR FILING

| |
|---|
| S-325(1) |
| |
| 4754 |

[illegible]
filed

February 11, 1958

James A. C. Tait & Company
2611 S. E. 4th Avenue
Portland 2, Oregon

**Attention:** Mr. Brockwell C. Statter
President

Gentlemen:

This is to acknowledge your registered letter, postmarked February 8, 1958, in which you make a claim against Perkins Brothers in the amount of $3,474.85 for ready mixed concrete furnished on our Contract No. 4754 for grading and paving Country Club Road and "A" Avenue in Oswego.

This contract was completed June 3 and accepted by the Highway Commission on August 8, 1957. Glens Falls Insurance Company, through Amerata & Schram, Mead Building, Portland 4, furnished the performance bond, which is provided to assure completion of the contract and payment of all bills incurred in it.

Attached are excerpts from the Oregon laws pertaining to claims against contracts. We will advise the surety and the contractor that your claim has been received.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

Enc.

NOTED ON CARD
cm

JAMES A.C. TAIT AND CO.
2611 S.E. 4th AVENUE
PORTLAND 2, OREGON

RETURN RECEIPT REQUESTED

REGISTERED
NO. 159828

OREGON STATE HIGHWAY COMMISION
STATE HIGHWAY DEPARTMENT
SALEM, OREGON

RETURN RECEIPT REQUESTED

Att. Mr. H.B. Glaisyer:

---

ATERIALS READY MIXED CONCRETE • SAND • GRAVEL
CEMENT • LIME • PLASTER • MORTAR

BELMONT 2-1131

February 8, 1958

retary:

A.C. Tait & Company, 2611 S.E. 4th Avenue,
against Perkins Brothers in the amount of
paid balance for ready mixed concrete
ract #4754, for grading and paving Oswego
nue in Clackamas County.
claim will be greatly appreciated.

Yours Very Truly,

Brockwell C. Statter

Brockwell C. Statter- President
James A.C. Tait & Company
2611 S.E. 4th Avenue
Portland,2, Oregon

RETURN CARD

**JAMES A. C.**
**TAIT**
**& Company** BUILDING MATERIALS

READY MIXED CONCRETE • SAND • GRAVEL
CEMENT • LIME • PLASTER • MORTAR

2611 S. E. 4TH AVENUE
PORTLAND 2, OREGON

BELMONT 2-1131

February 8, 1958

Oregon State Highway Commision

State Highway Department

Salem, Oregon

Attention Mr. H.B. Glaisyer, Secretary:

Gentlemen:

Notice is hereby given that James A.C. Tait & Company, 2611 S.E. 4th Avenue, Portland,2, Oregon, has filed a claim against Perkins Brothers in the amount of $3,474.85. Said sum constitutes the unpaid balance for ready mixed concrete furnished on Oregon State Highway contract #4754, for grading and paving Oswego section, Country Club Road and "A" Avenue in Clackamas County.

Your prompt consideration of this claim will be greatly appreciated.

Yours Very Truly,

Brockwell C. Statter

Brockwell C. Statter- President
James A.C. Tait & Company
2611 S.E. 4th Avenue
Portland,2, Oregon

REFERRED TO
Genery
BY SECRETARY

Usual letters
record on card

RECEIVED
[illegible] 10 1958
OREGON
STATE HIGHWAY COMMISSION

NOTED ON CARD
em

RECEIVED
FEB 11 1958
FOR FILING

4754

~~Notice~~ files
card

February 10, 1958

Glens Falls Insurance Co.
Pacific Coast Department
6th Floor, Mills Tower
San Francisco, California

Gentlemen:

We have received a registered letter from James A. C. Tait & Company, 2611 S. E. 4th Avenue, Portland 2, postmarked February 8 in Portland, advising that Perkins Brothers owe them $3,474.85 for ready mixed concrete furnished on our Contract No. 4754 for grading and paving Country Club Road and "A" Avenue in Oswego in Clackamas County.

We provide this information as your Company appears as surety on the performance bond furnished with this contract.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

CC:
Amerata & Schram
Mead Building
Portland 4, Oregon

Perkins Brothers
10324 N. E. Halsey St.
Portland 20, Oregon

Commissioners
Mr. W. C. Williams
Mr. Forrest Cooper

FAQ:fp

NOTED ON CARD

RECEIVED
JAN 23 1958

FOR FILING
[illegible]

[illegible]

Jan. 22, 1958

Hon. Mark O. Hatfield
Secretary of State
Capitol Building
Salem, Oregon

Dear Sir:

This is to acknowledge your letter of Jan. 20 in which you advised that a claim has been filed with your office by Collins Concrete & Steel Pipe Company in the sum of $31,569.31, against our Contract No. 4504, your File No. 3591.

Also, that you have received a claim by Cascade Construction Company in the sum of $7,822.99 against our Contract No. 4754, your File No. 3592.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

FQ:em

NOTED ON CARD
em

RECEIVED
JAN 23 1958
FOR FILING

4754

Jan. 22, 1958

Glens Falls Insurance Co.
Pacific Coast Dept.
6th Floor, Mills Tower
San Francisco, Calif.

Gentlemen:

Attached is a copy of a claim filed with the Secretary of State by Cascade Construction Company, Foot of S. W. Abernethy Street, Portland, in the amount of $7,822.99 against Perkins Bros. for labor, materials, and equipment furnished on our Contract No. 4754, for grading and paving Country Club Road and "A" Avenue in Oswego.

This information is provided as your Company appears as surety on the performance bond furnished with this contract.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

FQ:em
attach.

cc: Amerata & Schrem
520 Mead Bldg.
Portland 4, Oregon

Perkins Bros.
1032½ N. E. Halsey St.
Portland 20, Oregon

Commissioners
W. C. Williams
Forrest Cooper

NOTED ON CARD
em

E[illegible]on 1566

OFFICE & PLANT
Foot of S. W. Abernethy Street

Cascade Construction Company
GENERAL CONTRACTORS
*Modern Pavements*

PORTLAND 1. OREGON

January 16, 1958

State of Oregon
Salem, Oregon.

Notice hereby is given that the undersigned, Cascade Construction Company, has a claim for labor and materials and plant furnished on State contract No.4754, for asphaltic paving Country Club and "A" Avenue in Oswego, Oregon, in the sum of $7822.99 * against the bond taken from Perkins Bros., Amerata & Schram, and Glens Falls Insurance Company for the work of grading, rocking and paving Country Club Road & "A" Avenue in Oswego.

Cascade Construction Company

By M. A. Conway
PARTNER

| | |
|---|---|
| * Amount of material supplied in place and unpaid for is | $7778.08 |
| Amount of material supplied F.O.B. plant | 44.91 |
| | $7822.99 |

File # 3592

FILED
JAN 17 1958
MARK O. HATFIELD
SECRETARY OF STATE

RECEIVED
JAN 17 1958
MARK O. HATFIELD
SECRETARY OF STATE

RECEIVED
JAN 14 1958
FOR FILING

4754

January 13, 1958

Cascade Construction Company
Foot of S. W. Abernethy Street
Portland 1, Oregon

Attention: Mr. M. A. Conway

Gentlemen:

This is in reply to your letter of January 9 concerning a claim in the amount of $7,822.99 which you have against Perkins Bros., on our Contract No. 4754 for grading and paving Country Club Road and "A" Avenue in Oswego. The contract was completed June 3 and accepted by the Highway Commission on August 8, 1957.

The performance bond was furnished by Glens Falls Insurance Company, through Amerata & Schram, Mead Bldg., Portland 4. The bond assures completion of the contract and payment of all bills incurred in it.

If you wish to protect your claim against the bond for a period longer than six months following completion and acceptance of the contract, you should file the claim with the Secretary of State. Attached are excerpts from the Oregon Laws outlining the procedure for such filing. In the meantime the claim will be noted in our records and we will advise the contractor and the surety that it has been received.

Very truly yours,

H. B. Glaisyer, Secretary
OREGON STATE HIGHWAY COMMISSION

By

Floyd Query, Assistant Secretary

Enc.

FAQ:fp

NOTED ON CARD

BEacon 1566

OFFICE & PLANT
Foot of S. W. Abernethy Street

Cascade Construction Company
GENERAL CONTRACTORS
Modern Pavements

PORTLAND 1, OREGON

January 9, 1958

Oregon State Highway Department
State Highway Building
Salem, Oregon.

Attn. Mr. H.B. Glaisyer, Secretary

Gentlemen:

Re our telephone conversation of recent date, concerning job #4754 'Country Club and "A" Avenue project, grading and paving', we wish to inform you that we have not been paid in full for this work.

We held a subcontract under the general contractor Perkins Bros. The unpaid amount is $7822.99.

As this job was accepted and final estimates completed Aug.8, 1957, we feel compelled to pursue other means to collect this money.

Will you kindly forward to us, papers required to proceed against the bonding company.

Thank you.

Very truly yours,

Cascade Construction Company

By M. A. Conway
PARTNER

MAC/Jr./ B

REFERRED TO
[illegible]
BY SECRETARY
prepare reply and send letter
record on card

RECEIVED
JAN 10 1958
OREGON
STATE HIGHWAY COMMISSION

NOTED ON CARD
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files

RECEIVED
JAN 14 1958
FOR FILING

4754

January 13, 1958

Glens Falls Insurance Co.
Pacific Coast Department
6th Floor, Mills Tower
San Francisco, California

Gentlemen:

A letter has been received from Cascade Construction Company, Foot of S. W. Abernethy Street, Portland 1, stating that Perkins Bros. owe them the sum of $7,822.99 for subcontract work on our Contract No. 4754 for grading and paving the Country Club Road and "A" Avenue in the City of Oswego.

This information is provided as your Company appears as surety on the performance bond furnished with this contract.

Very truly yours,

H. B. Glaisyer, Secretary
OREGON STATE HIGHWAY COMMISSION

By

Floyd Query, Assistant Secretary

cc :
Amerata & Schram
Mead Building
Portland 4, Oregon

Perkins Bros.
10326 N. E. Halsey Street
Portland 20, Oregon

Commissioners
Mr. W. C. Williams
Mr. Forrest Cooper

FAQ:dp

NOTED ON CARD

Form A-180—10M—6-57 [redacted]

INVOICE

# Oregon State Highway Department

SALEM, OREGON

NOTED
Harold C. Ayers

Invoice No. 53846

Date [illegible]

Your Req. No.

Billing Request No. [illegible]

Credit Distribution: [illegible]

[illegible]

John F. Hagemann

[illegible]

NOTED
JOHN D. GRAHAM

## ACKNOWLEDGMENT OF BILLING REQUEST

Cash Received with Request: $

By

State Printing 4396

John F. Hagemann
Asst. Engr., County and City Relations

JFH: [redacted]
Att.

NOTED
JOHN D. GRAHAM

NOTED
C. G. SWENSON

NOTED
V. R. JONES

December 20, 1957

NOTED
Harold C. Ayers

Clackamas County Court
Courthouse
Oregon City, Oregon

NOTED
John F. Hagemann

Gentlemen:

Final costs are now available for the Oswego Section of FAS 680. As shown in the attached statement, a refund of $599.73 is due the County in connection with this project. This refund will be made by our accounting division within the next few days.

Very truly yours,

W. C. Williams
State Highway Engineer

By

John F. Hagemann
Asst. Engr., County and City Relations

JFH:mm
Att.

NOTED
JOHN D. GRAHAM

NOTED
C. G. SWENSON

COMPLETED 6/3/57

**OREGON STATE HIGHWAY DEPARTMENT** | **ITEMIZED STATEMENT OF FINAL COSTS**

County Clackamas
Contract No. 4754
Date 12/20/57

FAS 680
Section Oswego Section

PAYMENTS TO CONTRACTOR

| Item | Unit | Unit Price | Total Qty. | Total Cost |
|---|---|---|---|---|
| Payments to contractor as per attached tabulation ................ | | | | $128,973.46 |
| Install permanent traffic signal .................................. | | | | 525.99 |
| Construction engineering .......................................... | | | | 14,947.82 |
| TOTAL CONSTRUCTION COSTS .......................... | | | | $144,447.27 |
| FEDERAL FUNDS COLLECTED FOR PROJECT ................ | | | | 84,145.00 |

AGREED COUNTY SHARE OF TOTAL COSTS

| | |
|---|---|
| 1. 100% of all items not eligible for federal participation (includes 11.5% engineering). As per letters from County Court dated 10/12/56 and 3/26/57. ........................ | $ 6,756.00 |
| 2. 50% of difference between balance of total costs less federal funds collected as per agreement. ($137,691.27 - $84,145) x 1/2 ............... | $26,773.14 |
| TOTAL ................................. | $33,529.14 |
| County Advance Deposit ............. | $34,128.87 |
| Less County Share .................. | 33,529.14 |
| REFUND DUE COUNTY .................. | $ 599.73 |

JFH:mm

To PERKINS BROS., Dr.

County Clackamas
Postoffice address Portland, Oregon

Highway Country Club Road & "A" Avenue
Work done to June 3, 1957
Contract No.

Section Oswego
Prefix No. 503-1051-201(41)
Estimate No.

| ITEM | Unit | Unit Prices | Total Quantities To Date | Total Amount To Date | Previous Amount | P[illegible] |
|---|---|---|---|---|---|---|
| Clearing and grubbing | all | 4000.00 | 100% | 4,000.00 | 4,[illegible] | - |
| Removal of curbs | l.f. | .30 | 504 | 151.20 | [illegible] | - |
| Removal of catch basins | each | 30.00 | 2 | 60.00 | [illegible] | - |
| Drainage excav., unclass. | c.y. | 3.60 | 3,285.46 | 11,827.66 | 11,[illegible] | - |
| General excav., unclass. | c.y. | .85 | 7,704.4 | 6,548.74 | 6,5[illegible].74 | - |
| Finish. R/W & slopes | mile | 1000.00 | .59 | 590.00 | 590.00 | - |
| [illegible] sewer pipe | l.f. | 1.30 | 1,844 | 2,397.20 | 2,397.20 | - |
| 12" sewer pipe | l.f. | 1.80 | 1,827 | 3,288.60 | 3,288.60 | - |
| 15" sewer pipe | l.f. | 2.30 | 813 | 1,869.90 | 1,869.90 | - |
| 18" sewer pipe | l.f. | 2.70 | 640 | 1,728.00 | 1,728.00 | - |
| 21" sewer pipe | l.f. | 3.40 | 304 | 1,033.60 | 1,033.60 | - |
| 24" sewer pipe | l.f. | 4.40 | 1,994 | 8,773.60 | 8,773.60 | - |
| Extra for pipe undre pavement | l.f. | 3.00 | 2,616 | 7,848.00 | 7,848.00 | - |
| Concrete manholes | each | 220.00 | 16 | 3,520.00 | 3,520.00 | - |
| Concrete catch basins | each | 65.00 | 54 | 3,510.00 | 3,510.00 | - |
| Adjustment of manholes | each | 40.00 | 6 | 240.00 | 240.00 | - |
| 17. Concrete curbs | c.y. | 40.00 | 175.49 | 7,019.60 | 7,019.60 | - |
| Concrete in islands | c.y. | 36.00 | 25 | 900.00 | 900.00 | - |
| 1½" Electrical conduit | l.f. | 1.50 | 50 | 75.00 | 75.00 | - |
| 20. Coarse crushed mat'l. in base | c.y. | 2.90 | 5,931 | 17,199.90 | 17,199.90 | - |
| 3/4"-0 mat'l. in base | c.y. | 3.25 | 1,838 | 5,973.50 | 5,973.50 | - |
| Sprinkling | M/gal | 4.00 | 180.2 | 720.80 | 720.80 | - |
| Preparation of base | mile | 900.00 | .59 | 531.00 | 531.00 | - |
| 3/4"-0 mat'l. in binder course | c.y. | 5.00 | 36 | 180.00 | 180.00 | - |
| 26. Asphaltic concfete mixture | ton | 4.44 | 5,731.28 | 25,446.88 | 25,446.88 | - |
| 27. 85-100 Asphalt in mixture | ton | 28.75 | 354.79 | 10,200.21 | 10,200.21 | - |
| Extra for asph. conc. approaches | each | 25.00 | 37 | 925.00 | 925.00 | - |
| RS-2 Asphalt | ton | 55.00 | 19.73 | 1,085.15 | 1,085.15 | - |
| 31. Asphaltic concrete traffic markers | l.f. | 1.50 | 54.5 | 81.75 | 81.75 | - |
| PA-1 Replace conc. walks | sq.yd | 3.60 | 266.36 | 958.90 | 958.90 | - |
| PA-1 Replace conc. driveways | sq.yd. | 5.00 | 65.18 | 325.90 | 325.90 | - |
| PA-2 Removal of sidwaylk | sq.yd. | .40 | 9.34 | 3.74 | 3.74 | - |
| PA-2 Concfete sidewalks | sq.yd. | 3.60 | 9.13 | 32.87 | 32.87 | - |
| PA-3 Cement adj., favor of state | bbl. | 4.40 | 12.1 | -53.24 | -53.24 | - |

Audited and approved by
Period covered To June 3, 1957
Items Cont. 4754 - Est. 9 Final

| | Total Amount To Date | Previous Amount | P[illegible] |
|---|---|---|---|
| Totals | 128,993.46 | 128,995.87 | [illegible] |
| 0 % Retained | – | 3,869.88 | 3,[illegible] |
| Total Payments | 128,993.46 | 125,125.99 | 3,[illegible] |

To be paid contractors, this estimate, $ 3,867.47

Computed by G. Quin Checked by
h calison

Engineer Lowell Johnston

| ITEM | Unit | Unit Prices | Total Quantities To Date | Total Amount To Date | Previous Amount |
|---|---|---|---|---|---|
| . Clearing and grubbing | all | 4000.00 | 100% | 4,000.00 | 4,000.00 |
| . Removal of curbs | l.f. | .30 | 504 | 151.20 | 151.20 |
| . Removal of catch basins | each | 30.00 | 2 | 60.00 | [illegible] |
| . Drainage excav., unclass. | c.y. | 3.60 | 3,285.46 | 11,827.66 | 11,827.66 |
| . General excav., unclass. | c.y. | .85 | 7,704.4 | 6,548.74 | 6,548.74 |
| . Finish. W/P & slopes | mile | 1000.00 | .59 | 590.00 | 590.00 |
| . [illegible] Sewer pipe | l.f. | 1.30 | 1,844 | 2,397.20 | 2,397.20 |
| . 12" Sewer pipe | l.f. | 1.80 | 1,827 | 3,288.60 | 3,288.60 |
| . 15" Sewer pipe | l.f. | 2.30 | 813 | 1,869.90 | 1,869.90 |
| . 18" Sewer pipe | l.f. | 2.70 | 640 | 1,728.00 | 1,728.00 |
| 11. 21" Sewer pipe | l.f. | 3.40 | 304 | 1,033.60 | 1,033.60 |
| . 24" Sewer pipe | l.f. | 4.40 | 1,994 | 8,773.60 | 8,773.60 |
| . Extra for pipe undre pavement | l.f. | 3.00 | 2,616 | 7,848.00 | 7,848.00 |
| . [illegible] manholes | each | 220.00 | 16 | 3,520.00 | 3,520.00 |
| . Concrete catch basins | each | 65.00 | 54 | 3,510.00 | 3,510.00 |
| . Adjustment of manholes | each | 40.00 | 6 | 240.00 | 240.00 |
| 17. Concrete curbs | c.y. | 40.00 | 175.49 | 7,019.60 | 7,019.60 |
| . Concrete in islands | c.y. | 36.00 | 25 | 900.00 | 900.00 |
| . 1½" Electrical conduit | l.f. | 1.50 | 50 | 75.00 | 75.00 |
| . Coarse crushed mat'l. in base | c.y. | 2.90 | 5,931 | 17,199.90 | 17,199.90 |
| 21. 3/4"-0 mat'l. in base | c.y. | 3.25 | 1,838 | 5,973.50 | 5,973.50 |
| . Sprinkling | M/gal | 4.00 | 180.2 | 720.80 | 720.80 |
| . Preparation of base | mile | 900.00 | .59 | 531.00 | 531.00 |
| . 3/4"-0 mat'l. in binder course | c.y. | 5.00 | 36 | 180.00 | 180.00 |
| . Asphaltic concfete mixture | ton | 4.44 | 5,731.28 | 25,446.88 | 25,446.88 |
| . 85-100 Asphalt in mixture | ton | 28.75 | 354.79 | 10,200.21 | 10,200.21 |
| . Extra for asph. conc. approaches | each | 25.00 | 37 | 925.00 | 925.00 |
| . [illegible]-2 Asphalt | ton | 55.00 | 19.73 | 1,085.15 | 1,085.15 |
| 31. Asphaltic concrete traffic markers | l.f. | 1.50 | 54.5 | 81.75 | 81.75 |
| [illegible]1 Replace conc. walks | sq.yd | 3.60 | 266.36 | 958.90 | 958.90 |
| [illegible]1 Replace conc. driveways | sq.yd. | 5.00 | 65.18 | 325.90 | 325.90 |
| [illegible]2 Removal of sidwaylk | sq.yd. | .40 | 9.34 | 3.74 | 3.74 |
| [illegible]2 Concfete sidewalks | sq.yd. | 3.60 | 9.13 | 32.87 | 32.87 |
| [illegible]3 Cement adj., favor of state | bbl. | 4.40 | 12.1 | -53.24 | -53.24 |

|  |  |  |  |  |
|---|---|---|---|---|
| Audited and approved by | Totals | 128,993.46 | 128,995.87 |  |
| Period covered To June 1, 1957 | 0 % Retained | - | 3,869.88 | 3,[illegible] |
| Items Cont. 4754 - Est. 9 Final | Total Payments | 128,993.46 | 125,125.99 | 3,[illegible] |

To be paid contractors, this estimate, $ 3,867.47

Computed by G. Cain Checked by
h callsen

Engineer Lowell Johnston

Previous Voucher No. 17876

State Printing

Mr. Williams

RECEIVED
NOV 25 1957
FOR FILING

NOTED
W. C. [illegible]LIAMS

November 12, 1957

FINAL COST ANALYSIS

Contract No. 4754
City of Oswego
County Club Road and "A" Avenue

Grading and Paving
Perkins Bros., Contractor
Lowell Johnston, Resident Engineer

Prefix 503-1061-201(41)

E 325(1)
47

| Item | Quantity | Unit | Unit Bid | Unit Cost | Total Cost | Gross Revenue |
|---|---|---|---|---|---|---|
| Clearing and Grubbing | 100% | All | $4,000 | $4,528.76 | $ 4,528.76 | $ 4,000.00 |
| Removal of Curbs | 504 | Lin. Ft. | .30 | .17 | 87.41 | 151.20 |
| Removal of Catch Basins | 2 | Each | 30.00 | 17.00 | 34.00 | 60.00 |
| Drainage Excav., Unclass. | 3,285.46 | Cu. Yd. | 3.60 | 3.98 | 13,070.49 | 11,827.66 |
| General Excav., Unclass. | 7,704.4 | Cu. Yd. | .85 | .92 | 7,090.69 | 6,548.74 |
| Finish Roadbed & Slopes | .59 | Mile | 1,000 | 978.40 | 577.26 | 590.00 |
| 8" Sewer Pipe | 1,844 | Lin. Ft. | 1.30 | .85 | 1,568.67 | 2,397.20 |
| 12" Sewer Pipe | 1,827 | Lin. Ft. | 1.80 | 1.36 | 2,476.55 | 3,280.60 |
| 15" Sewer Pipe | 813 | Lin. Ft. | 2.30 | 1.42 | 1,565.60 | 1,869.90 |
| 18" Sewer Pipe | 640 | Lin. Ft. | 2.70 | 2.47 | 1,580.16 | 1,728.00 |
| 21" Sewer Pipe | 304 | Lin. Ft. | 3.40 | 3.09 | 940.27 | 1,033.60 |
| 24" Sewer Pipe | 1,994 | Lin. Ft. | 4.40 | 4.72 | 9,418.78 | 8,773.60 |
| Extra for Pipe Under Pavement | 2,616 | Lin. Ft. | 3.00 | 3.39 | 8,879.99 | 7,848.00 |
| Concrete Manholes | 16 | Each | 220.00 | 103.29 | 1,652.69 | 3,520.00 |
| Concrete Catch Basins | 54 | Each | 65.00 | 38.18 | 2,061.58 | 3,510.00 |
| Adj. of Manholes | 6 | Each | 40.00 | 25.49 | 152.78 | 240.00 |
| Concrete Curbs | 175.49 | Cu. Yd. | 40.00 | 39.16 | 6,871.50 | 7,019.60 |
| Concrete in Islands | 25 | Cu. Yd. | 36.00 | 34.63 | 865.67 | 900.00 |
| 1¼" Electrical Conduit | 50 | Lin. Ft. | 1.50 | 2.19 | 109.57 | 75.00 |
| Coarse Crushed Mat'l in Base | 5,911 | Cu. Yd. | 2.90 | 2.50 | 14,782.06 | 17,199.90 |
| 3/4"-0 Material in Base | 1,838 | Cu. Yd. | 3.25 | 3.13 | 5,750.50 | 5,973.50 |
| Sprinkling | 180.2 | M-gal. | 4.00 | 5.00 | 901.82 | 720.80 |
| Preparation of Base | .59 | Mile | 900.00 | 978.40 | 577.26 | 531.00 |
| Asphaltic Concrete Mixture | 5,731.28 | Ton | 4.44 | 4.22 | 24,174.54 | 25,446.88 |
| 85-100 Asph. in Mixture | 354.79 | Ton | 28.75 | 27.31 | 9,690.20 | 10,200.21 |

CNT

Contract No. 4754

| Item | Quantity | Unit | Unit Bid | Unit Cost | Total Cost | Gross Revenue |
|---|---|---|---|---|---|---|
| 3/4"-0 Mat'l in Binder Course | 36 | Cu. Yd. | $ 5.00 | $ 3.11 | $ 112.02 | $ 180.00 |
| Extra for Asph. Conc. Approaches | 37 | Each | 25.00 | 23.75 | 878.75 | 925.00 |
| RS-2 Asphalt | 19.73 | Ton | 55.00 | 52.25 | 1,030.80 | 1,085.15 |
| Asphaltic Concrete Traffic Markers | 54.5 | Lin. Ft. | 1.50 | 1.42 | 77.65 | 81.75 |
| PA #1 Replace Conc. Walks | 266.36 | Sq. Yd. | 3.60 | 3.42 | 910.85 | 958.90 |
| PA #1 Replace Conc. Driveways | 65.18 | Sq. Yd. | 5.00 | 4.59 | 298.97 | 325.90 |
| PA #2 Removal of Sidewalks | 9.34 | Sq. Yd. | .40 | .43 | 3.99 | 3.74 |
| PA #2 Concrete Sidewalks | 9.13 | Sq. Yd. | 3.60 | 3.56 | 32.54 | 32.87 |
| PA #3 Cement Adj. Favor of State | 12.1 | Bbl. | 4.40 | | | - 53.24 |
| | | | | | $122,754.46 | $128,993.46 |

| | |
|---|---|
| Gross Revenue | $128,993.46 |
| Total Cost | 122,754.46 |
| Net Profit | $ 6,239.00 |

Net Profit Equals 4.84% of Gross Revenue

Contract No. 4754 DETAIL OF COST

| | Quantity | Unit | Unit Cost | | |
|---|---|---|---|---|---|
| **Labor:** | | | | | |
| Labor | | | | $ 24,972.05 | |
| Labor Insurance | | | | 1,927.92 | |
| | | | | | $ 26,899.97 |
| **Equipment Rental and Misc. Supplies:** | | | | | |
| Equipment Rental | | | | $ 20,057.80 | |
| Gas, Oil, and Grease | | | | 5,248.00 | |
| Bond | | | | 797.74 | |
| P.L. and P.D. | | | | 96.95 | |
| Overhead | | | | 3,774.65 | |
| Move In | | | | 280.00 | |
| | | | | | $ 30,255.14 |
| **Materials:** | | | | | |
| Lumber | | | | $ 373.17 | |
| Concrete | 380 | Cu. Yds. | $13.50 | 4,988.12 | |
| 8" Sewer | 1,844 | Lin. Ft. | .46 | 848.24 | |
| 12" Sewer | 1,827 | Lin. Ft. | .80 | 1,461.60 | |
| 15" Sewer | 813 | Lin. Ft. | 1.20 | 975.60 | |
| 18" Sewer | 640 | Lin. Ft. | 1.60 | 1,024.00 | |
| 21" Sewer | 304 | Lin. Ft. | 2.00 | 608.00 | |
| 24" Sewer | 1,944 | Lin. Ft. | 3.25 | 6,480.50 | |
| Coarse Cr. Material in Base | 5,931 | Cu. Yd. | 1.50 | 8,896.50 | |
| 3/4"-0 Cr. Material in Base | 1,838 | Cu. Yd. | 2.15 | 3,951.70 | |
| 3/4"-0 Cr. Material in Binder | 36 | Cu. Yd. | 2.15 | 77.40 | |
| 1½" Electrical Conduit | 50 | Lin. Ft. | 1.25 | 62.50 | |
| | | | | | $ 29,747.33 |
| Karl Jacobson and Company, Inc. (Paving and Oil) | | | | | 35,852.03 |
| | | | | | $122,754.47 |

REMARKS:

This project was a "Federal Aid Secondary Project" calling for grade widening of 0.59 mile involving approximately 6,600 cubic yards of roadbed excavation, approximately 7,500 cubic yards of crushed materials and approximately 5,000 tons of asphaltic concrete.

The westerly end of the project is at Station 83+88, which Station is on the Country Club Road at the west city limits of Oswego. The easterly end of the project is at Station 115+21.91, which station is at the intersection of "A" Avenue and Fourth Street and approximately 0.24 mile west of the intersection of "A" Avenue with the Oswego Highway. The overall length of the project is 0.59 mile.

Contract was bid and awarded July 12, 1956, work began July 18, 1956 and was completed June 3, 1957.

Contractor worked very diligently but was held up a great deal by utilities. Drainage excavation necessitated considerable amount of drilling and shooting, which was very costly due to presence of buildings in immediate vicinity. The overall pipe prices were average but the contractor only anticipated the net amount of 24" sewer and bid it close; however, instead of the 350' bid he was required to place 1,994 lin. ft. Traffic was a serious problem.

Equipment used on project: TD-9 with Drott loader, Ottowa backhoe, 2 air compressors, jack hammer, 2 air tampers, 12 cat. blade, roller water wagon, D-7 with dozer, 4 dump trucks, 3 pickups and misc. small tools.

Good supervision with equipment in good shape contributed to a fair profit.

M. N. Juve
Chief Cost Analyst

By

H. R. Sturgis

RECEIVED

OREGON STATE HIGHWAY DEPARTMENT
(date)
October 10, 1957

| | | | |
|---|---|---|---|
| (CONTRACT NO.) | (EST. NO.) | (CONTRACTOR) | |
| 4754 | 9 Final | Perkins Bros. | |
| (VOUCHER NO.) | (WARRANT NO.) | (AMOUNT) | (DATE) |
| 23133 | H193765 | $ 3,867.47 | Oct. 10, 1957 |

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

Gertrude Chapweske
ACCOUNTING DIVISION

| | |
|---|---|
| Specified completion Date: | 60 workdays from 8-1-56 |
| Time Extensions: | None |
| Completion Date: | June 3, 1957 |
| Date Accepted: | Aug. 8, 1957 |
| Penalties: | None of record |
| Claims: | None of record |
| Remarks: | |

Date: Oct. 11, 1957

To the Accounting Division:

Release of the above warrant is hereby authorized

H. B. Glaisyer
Secretary

Warrant Mailed:
OCT 11 1957
GC

NOTED ON CARD

RECEIVED
OCT 1 1957
FOR FILING

S-3-5(1)

4754

Sept. 30, 1957

**CERTIFIED MAIL**

Glens Falls Insurance Co.
Pacific Coast Dept.
6th Floor, Mills Tower
San Francisco, Calif.

Gentlemen:

State Highway Contract No. 4754 for grading and paving on the Oswego Section of the Country Club & "A" Avenue Highway in Clackamas County was completed by the contractor, Perkins Bros., on June 3, 1957, and was formally accepted by the Highway Commission on Aug. 8, 1957.

Final payment in the amount of $3,867.47 will be released to the contractor, on or after October 10, 1957. The total contract amount is $128,993.46, and no force account work was performed on the project.

The State is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the State assumes no responsibility for such claims should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

om
cc: Amerata & Schram
520 Mead Bldg.
Portland 4, Oregon

NOTED ON CARD

Files in
[illegible]

RECEIVED
AUG 20 1957
FOR FILING

3225(1)

4754

August 20, 1957

C. T. Malcom & Company
General Contractors
2336 NE 30th Avenue
Portland 12, Oregon

ATTENTION: C. T. Malcom

Dear Sir:

Thank you for your letter of August 16 advising that you are withdrawing all claims against Perkins Bros., on contracts #4754 and #4835.

We will be pleased to notify the surety and contractor that your letter has been received.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:dc

NOTED ON CARD

am

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[illegible] on card

RECEIVED
AUG 20 1957
FOR FILING

L-325(1)

4754

August 20, 1957

Glens Falls Insurance Company
Pacific Coast Department
6th Floor Mills Tower
San Francisco, California

Gentlemen:

We have received a letter from C. T. Malcom & Company, 2336 NE 30th Avenue, Portland 12, in which they wrote us as follows:

> "This letter will constitute notice to you that I am withdrawing all claims against Perkins Bros., and their surety under State Contracts Nos. 4754 and 4835".

This information is furnished as your Company appears as surety on the two contracts mentioned above.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:ds

cc: Amorata & Schram
520 Mead Building
Portland, Oregon

cc: Perkins Bros.,
10324 NE Halsey Street
Portland 20, Oregon

NOTED ON CARD
gm

RECEIVED
AUG 6 1957
FOR FILING

S-325 (1)

4754

August 5, 1957

CERTIFIED MAIL

Glens Falls Insurance Co.
Pacific Coast Dept.
6th Floor, Mills Tower
San Francisco, Calif.

Gentlemen:

The State Highway Commission is prepared to release semi-final payment to Perkins Brothers in connection with Contract No. 4754, for grading and paving on the Oswego Section of the Country Club Road & "A" Avenue Highway in Clackamas County. This payment, in the amount of $5,519.43, will be released to the contractor on or after August 15, 1957. The retained percentage is $3,869.88.

The State is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the State assumes no responsibility for such claims should there be any.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

em

cc: Amerata & Schram
Mead Bldg.
Portland 4, Oregon

Form E-1—1021—12-56

J 32560
4754

OREGON STATE HIGHWAY DEPARTMENT

# Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending July 26, 1957, 19

Section Oswego
Highway Country Club Rd. & "A" Avenue County Clackamas
Contractor Perkins Bros.
Date of contract July 12, 1956, 19
Date work started July 18, 1956, 19
Project authorization $ 142,336.75
Exclusive of engineering $ 131,336.75

Kind of work Grading and Paving
Section prefix 503-1061
Contract number 4754
Specified work days 60
Work days used 60
Per cent of time elapsed 100 %

Estimated cost of completed project, exclusive of engineering $ 129,236.25
Estimated per cent ~~overrun~~ or underrun 1.59 %
Per cent of contract completed, based on total contract price 100 %
Engineering authorization $ 11,000.00
Engineering cost to date $ 15,000, 136.4 %
Date project was completed June 3, 1957, 19

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

The Semi-Final Estimate was turned in to the Division Office Friday, July 26. This will be the last weekly report submitted by this office.

CONSTRUCTION DIVISION
RECEIVED
JUL [illegible]
NOTED

Noted
M. N. Juve

NOTED
C. E. PAULSEN

Signed Lowell A. Johnston by Paul Nelson
Lowell A. Johnston
Address Portland, Oregon

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

State Printing 134

|  | GRADING | SURFACING | MAINTENANCE MATERIALS | OIL AND BITUMINOUS MACADAM | PAVING |
|---|---|---|---|---|---|
| Miles in project | 0.59 | 0.59 |  |  | 0.59 |
| Miles partially completed |  |  |  |  |  |
| Miles completed | 0.59 | 0.59 |  |  | 0.59 |
| Total estimated quantities (contract) | 6600 | 7700 |  | 356 T. | 5000 T. |
| Total quantities corrected to date | 7704.4 | 7805 |  | 374.52 T. | 5731.28 T. |
| Estimated quantities moved or placed to date | 7704.4 | 7805 |  | 374.52 T. | 5731.28 T. |
| Average daily quantities |  |  |  |  |  |
| Average daily quantities necessary to complete project on time |  |  |  |  |  |
| Number shifts per day |  |  |  |  |  |
| Hours per shift |  |  |  |  |  |
| Average force on project for week |  |  |  |  |  |

Men

Supervision

Men and trucks under 3 tons

Men and trucks over 3 tons

Men and tractors

Equipment used during week: Shovels .........., Power graders .........., Rollers .........., Mixers .........., Crushing or screening plants ..........

Compressors .........., Bulldozers .........., Compaction rollers .........., . . . . .........., . . . . .........., . . . . ..........

|  | WEATHER | HRS. DELAY | CAUSE OF DELAY |
|---|---|---|---|
| Sunday |  |  |  |
| Monday | Fair |  |  |
| Tuesday | " |  |  |
| Wednesday | " |  |  |
| Thursday | " |  |  |
| Friday | " |  |  |
| Saturday |  |  |  |

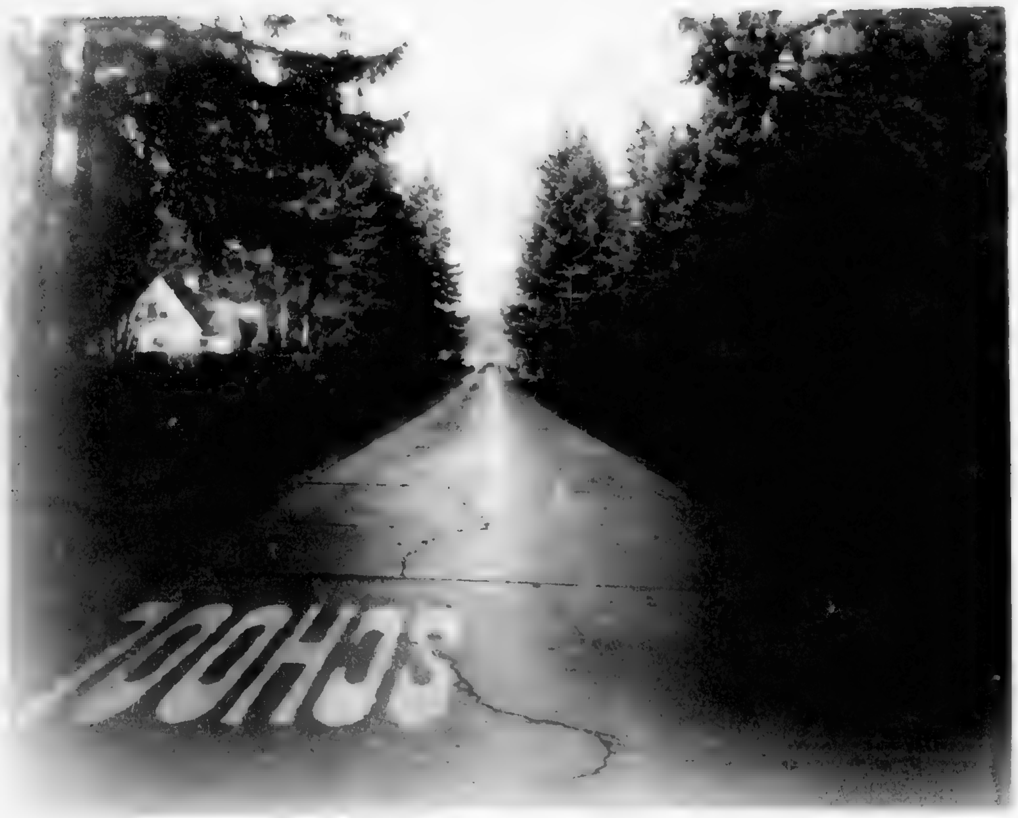
**FAS** 682 **County** Clackamas **Contract No.** [illegible]

**Section** [illegible]

**Location** 55 C-2[illegible] [illegible]
[illegible]
[illegible]

55 C-284 [illegible]

55 C-285 [illegible]



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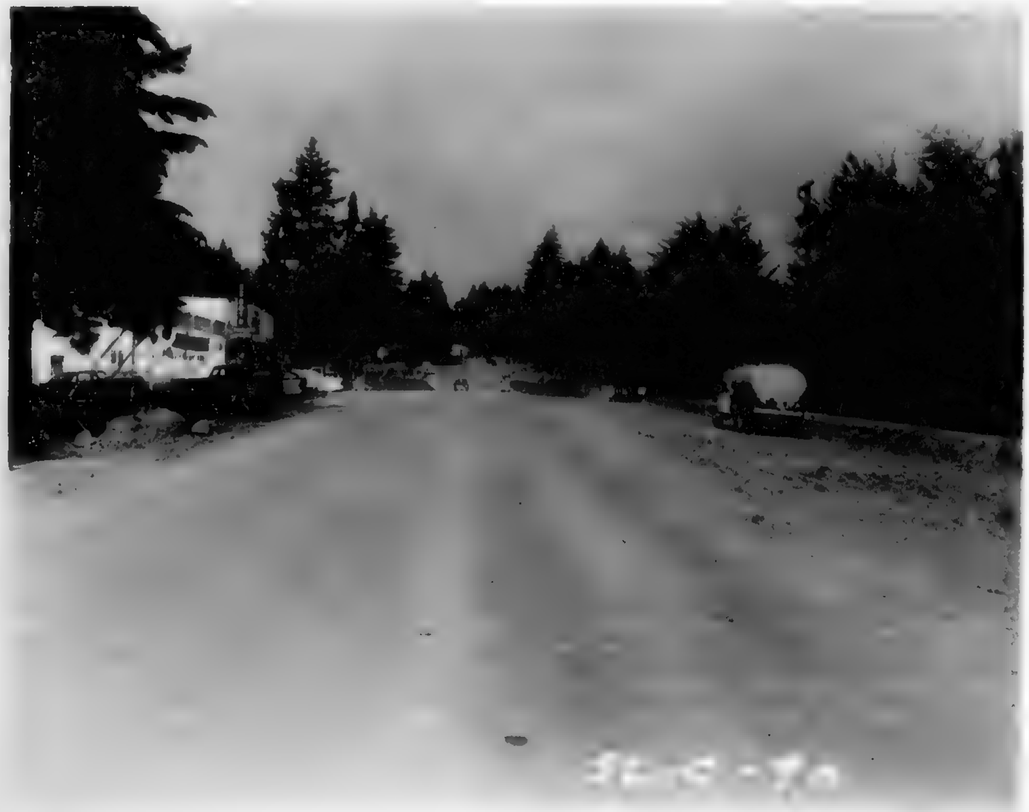

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57-C-51

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FOR FILING

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4754

June 10, 1957

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

This is to advise you that work was completed on June 3, 1957, on Contract No. 4754, Oswego Section, in Clackamas County, in connection with Federal Aid Project No. S-325(1).

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

DBP:bb

cc: Clarence G. Swenson

NOTED
Harold C. Ayers

## OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

File 680

Portland, Oregon
April 15th, 1957

SUBJECT: Order for State Force Work
Country Club Road & "A" Avenue
Prefix 503-1061, Cont. 4754

To: Tom Edwards
Construction Engineer
State Highway Department
Salem, Oregon

Herewith Order for State Force Work in the amount of $500.00 for the above project to provide for furnishing and installing 360° flashing lights at each end of the concrete islands at the intersection of "A" Avenue and 10th Street in the City of Oswego.

These lights have been recommended by the Traffic Department and requested by the Clackamas County Court in their letter of March 26, 1957, which is enclosed herewith. The Clackamas County Court has agreed to assume the additional cost of these lights, and it is assumed that if this order is approved, the proper Request for Outside Billing to the Clackamas County Court will be prepared by the County-City Relations Department.

Approval of this order is recommended.

A E Johnson
A. E. JOHNSON
Assistant Division Engineer

AEJ:w
Encl.
cc: Lowell A. Johnston

4-19
Copy of letter
to Co & City & Accounting
EWO

OK
Ed

CONSTRUCTION DIVISION
RECEIVED
APR 1[illegible] 1957
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CE ACE COL

NOTED
C. G. SWENSON

NOTED
JOHN S[illegible]

NOTED

# COUNTY OF CLACKAMAS

## COUNTY COURT

C. E. LATOURETTE Judge
DARRELL JONES Commissioner
S. C. ELY Commissioner

OREGON CITY [illegible]
[illegible]

COUNTY COURT HOUSE OREGON CITY OREGON

March 25, 1957

Mr. A. G. Skelton
Division Engineer
State Highway Department
P. O. Box 4699
Portland 2, Oregon

Re: FAS Project - "A" Avenue, Oswego

Dear Mr. Skelton:

Several months ago your office recommended to the County Court that 360° blinking yellow lights be installed at the ends of two concrete islands to be constructed at 10th and "A" Avenue in Oswego at an estimated cost of approximately $500.00.

Since this is not a participating item the County Court hereby recommends that the lights be included as a part of the project and also agrees to assume the additional cost.

Sincerely,

CLACKAMAS COUNTY COURT

Ed Latourette
County Judge

S. C. Ely
Commissioner

Darrell Jones
Commissioner

CCC/dab

RECEIVED
MAR 28 1957
OFFICE OF
DIVISION ENGINEER
DIVISION NO 1

RECEIVED
MAR 12 1957
FOR FILING
S-325(1)
4754

State Ore
County Clackamas
Project No. S-325(1)

GREEMENT FOR SECONDARY ROAD
1954 SECONDARY ROAD PLAN

made this 6th day of March, 1957, by and between
ommission, constituting for the purpose hereof
f Oregon, hereinafter called the Highway
ublic Roads, Bureau of Public Roads, Department of Commerce, here-
uant to the provisions of the Act of Congress approved July 11,
supplemented.

tment of said State has submitted a program, which was approved on
, 1956, for the project hereinafter described; and

ment has furnished a contract estimate or force account estimate

ds have been made available for the project in accordance with
of July 11, 1916, as amended and supplemented.

leration of the premises and of the several promises to be faith-
er set forth, the Highway Department and the Commissioner do here-

## WORK EMBRACED IN PROJECT

ARTICLE I. This agreement covers the following work as briefly described in the program:

Being 0.587 miles of grading, draining and 4-lane high type paving. (Character of work)

between FAS 681 and F.A. Rte. 3 in Oswego (Control points),

consisting of 0.587 miles of roadway and no (Number) bridges xxxxxxxx xxxxxxxx xxxxxxx

## CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE II. The Highway Department will construct or cause to be constructed to final completion said project under its direct supervision, which shall include adequate inspection throughout the course of construction, and in accordance with the standards and procedures approved by the Commissioner under its 1954 Secondary Road Plan.

## UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE III. The United States pro rata share of the cost of the project covered by this agreement shall not in any event exceed the sum of eighty five thousand, seven hundred and 00/100 dollars ($ 85,700.00), which does not exceed the authorized United States pro rata share of the approved total estimated cost of said project, which is one hundred thirty eight thousand, four hundred thirty eight and 30/100 dollars ($ 138,438.30).

FORM PR 3 (October 1954)

U. S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

State Ore.
County Clackamas
Project No. S-325(1)

# PROJECT AGREEMENT FOR SECONDARY ROAD UNDER 1954 SECONDARY ROAD PLAN

MEMORANDUM OF AGREEMENT made this 6th day of March, 1957, by and between The Oregon State Highway Commission, constituting for the purpose hereof the Highway Department of the State of Oregon, hereinafter called the Highway Department, and the Commissioner of Public Roads, Bureau of Public Roads, Department of Commerce, hereinafter called the Commissioner, pursuant to the provisions of the Act of Congress approved July 11, 1916 (39 Stat., 355), as amended and supplemented.

WITNESSETH:

WHEREAS, the Highway Department of said State has submitted a program, which was approved on the 19th day of June, 1956, for the project hereinafter described; and

WHEREAS, the Highway Department has furnished a contract estimate or force account estimate for said project; and

WHEREAS, State or local funds have been made available for the project in accordance with the requirements of the aforesaid Act of July 11, 1916, as amended and supplemented.

NOW, THEREFORE, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Commissioner do hereby mutually agree as follows:

## WORK EMBRACED IN PROJECT

ARTICLE I. This agreement covers the following work as briefly described in the program:

Being 0.587 miles of grading, draining and 4-lane high type paving.
(Character of work)

between FAS 681 and F.A. Rte. 3 in Oswego,
(Control points)

consisting of 0.587 miles of roadway and no bridges xxxxxxxx xxxxxxxx xxxxxxx
(Number)

## CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE II. The Highway Department will construct or cause to be constructed to final completion said project under its direct supervision, which shall include adequate inspection throughout the course of construction, and in accordance with the standards and procedures approved by the Commissioner under its 1954 Secondary Road Plan.

## UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE III. The United States pro rata share of the cost of the project covered by this agreement shall not in any event exceed the sum of eighty five thousand, seven hundred and 00/100 dollars ($ 85,700.00), which does not exceed the authorized United States pro rata share of the approved total estimated cost of said project, which is one hundred thirty eight thousand, four hundred thirty eight and 30/100 dollars ($ 138,438.30).

## PAYMENTS

ARTICLE IV. As the work on said project progresses, or upon its completion, and upon receipt of vouchers from the Highway Department, the Commissioner shall from time to time submit schedules of vouchers certified by him to the Secretary of the Treasury for payment to the official or depository authorized under the laws of said State and designated by the Highway Department to receive public funds.

The Commissioner reserves the right to withhold such sums as he may deem necessary to insure completion of the work in compliance with this agreement.

## MAINTENANCE OF PROJECT

ARTICLE V. The Highway Department will be responsible for the maintenance of said project in compliance with said Act of July 11, 1916, as amended and supplemented, and will use every means within its power to insure proper and permanent maintenance thereof.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures as of the day and year first above written.

**OREGON STATE HIGHWAY COMMISSION**
(Official title of Highway Department)

By ______________________
**Chairman, State Highway Commission**
(Title)

By Chas H Reynolds
**Member, State Highway Commission**
(Title)

By M J McKay
**Member, State Highway Commission**
(Title)

RECOMMENDED FOR APPROVAL
STATE HIGHWAY ENGINEER

COMMISSIONER OF PUBLIC ROADS
By C G Polk
~~XXXXXXX~~ Engineer, Bureau of Public Roads
**District**

—33205

March 5, 1957

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

We are forwarding two copies of project agreement, signed by the Highway Commission for the Oswego Section, Project No. S-325(1).

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

WHC:lmr

4754

# PROJECT AGREEMENT

DESCRIPTION: (JOB, SECTION AND HIGHWAY)

Oswego Section
Country Club Road and "A" Avenue
Clackamas County

NATURE OF WORK:

Grade and Pave

CONTRACT NUMBER, CONTRACTOR AND DATE OF AWARD:

4754 Perkins Bros. 7-12-56

DATE OF COMPLETION:

60 Workdays from 8-1-56

REMARKS:

January 31, 1957

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

We are enclosing four copies of estimate as basis for project agreement for the Oswego Section, Project No. S-325(1).

Also enclosed are three copies of Price Agreement No. 3 which provides for connecting the project drainage system to a sewer at "A" and Main streets. This extension is necessary for the reason subsequent investigation has determined the existing sewer adjacent to the project of insufficient capacity to handle the additional run-off occasioned by the project improvement.

The cost of the work under Price Agreement No. 3 has been included in the project agreement estimate.

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

[illegible]:er
Encls.

August 27, 1956

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

We are enclosing four copies of estimate as a basis for project agreement for the Oswego Section, Project No. S-325(1).

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

[illegible]:ia

Encl.

FORM E-30X—50,000—10-54—79484

# OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
July 18, 1956

SUBJECT:

To: Mr. S. H. Probert
OFFICE

Attention: Mr. J. W. Nash

The following FAS projects, upon which bids were received July 12 and 13, are covered by agreements which require collection of the full federal participation on total costs up to the sum set after each project.

| County | Section | Project | | Amount |
|---|---|---|---|---|
| Clackamas | Oswego Section | S-325(1) | | $160,000 |
| Marion | Champoeg Creek Bridge | S-313(1) | | $ 58,000 |
| Deschutes | Desch. Co. FAS Oiling | (Federal funds as programmed except S-321(1)) | | |
| | FAS 690 | S-319(1) | Federal Funds | $ 5,400 |
| | FAS 691 | S-320(1) | " " | $ 6,000 |
| | FAS 692 | S-321(1) | " " | $11,100 |
| | FAS 693 | S-322(1) | " " | $ 7,800 |
| | FAS 694 | S-323(1) | " " | $10,500 |

J. F. H.
John F. Hagemann
Asst. Engr., County & City Relations

JFH:mm

Oregon State Highway Department

Federal Aid Secondary
Project No. S-325(1)

## OSWEGO SECTION

## OF THE COUNTRY CLUB ROAD AND "A" AVENUE IN CLACKAMAS COUNTY

(Estimate as a basis for project agreement. Based on low bid prices.)

Salem, Oregon, August 22, 1956

Type Code 6201
Roadway (Sta. 84+33 to Sta. 115+22)(Contract No. A754)

| | | | |
|---|---|---|---|
| All Required | Clearing and Grubbing | | $ 4,000.00 |
| 350 lin. ft. | Removal of Curbs | $ 0.30 | 105.00 |
| 2 only | Removal of Catch Basins | 30.00 | 60.00 |
| 3,100 cu. yds. | Drainage Excavation, Unclassified | 3.60 | 11,160.00 |
| 6,600 cu. yds. | General Excavation, Unclassified | 0.85 | 5,610.00 |
| 0.59 mile | Finishing Roadbed and Slopes | 1,000.00 | 590.00 |
| 1,230 lin. ft. | 8-inch Sewer Pipe | 1.30 | 1,599.00 |
| 1,460 lin. ft. | 12-inch Sewer Pipe | 1.80 | 2,628.00 |
| 640 lin. ft. | 15-inch Sewer Pipe | 2.30 | 1,472.00 |
| 350 lin. ft. | 18-inch Sewer Pipe | 2.70 | 945.00 |
| 700 lin. ft. | 21-inch Sewer Pipe | 3.40 | 2,380.00 |
| 350 lin. ft. | 24-inch Sewer Pipe | 4.40 | 1,540.00 |
| 310 lin. ft. | Extra for Pipe Under Pavement | 3.00 | 930.00 |
| 10 only | Concrete Manholes | 220.00 | 2,200.00 |
| 36 only | Concrete Catch Basins | 65.00 | 2,340.00 |
| 6 only | Adjustment of Manholes | 40.00 | 240.00 |
| 190 cu. yds. | Concrete Curbs | 40.00 | 7,600.00 |
| 26 cu. yds. | Concrete in Islands | 36.00 | 936.00 |
| 100 lin. ft. | 1¼" Electrical Conduit | 1.50 | 150.00 |
| 6,000 cu. yds. | Coarse Crushed Material in Base | 2.90 | 17,400.00 |
| 1,500 cu. yds. | 3/4" - 0 Material in Base | 3.25 | 4,875.00 |
| 190 M-gal. | Sprinkling | 4.00 | 760.00 |
| 0.59 mile | Preparation of Base | 900.00 | 531.00 |
| 200 cu. yds. | 3/4 "-0 Material in Binder Course | 5.00 | 1,000.00 |
| 30 tons | RC-3 Asphalt in Binder Course | 45.00 | 1,350.00 |
| 5,000 tons | Asphaltic Concrete Mixture | 4.44 | 22,200.00 |
| 300 tons | 85-100 Asphalt in Mixture | 28.75 | 8,625.00 |
| 39 only | Extra for Asphaltic Concrete Approaches | 25.00 | 975.00 |
| 26 tons | RS-2 Asphalt | 55.00 | 1,430.00 |
| 90 cu. yds. | Aggregate in Pavement Seal | 6.00 | 540.00 |
| 130 lin. ft. | Asphaltic Concrete Traffic Markers | 1.50 | 195.00 |
| | | | $106,366.00 |
| All Required | Flagging (57½% of Contractors Cost) | | 600.00 |
| | Subtotal | | $106,966.00 |
| | 10% Engr. & Cont. | | 10,696.60 |
| | Total | | $117,662.60 |

Length of Roadway 0.585 mile
Cost of Roadway per mile $201,132.64

| | |
|---|---|
| Federal Funds- - - - - - - - - - - - - - - - - - - - - - - - - - | $ 72,900.00 |
| State Funds- - - - - - - - - - - - - - - - - - - - - - - - - - - | 22,381.30 |
| County Funds - - - - - - - - - - - - - - - - - - - - - - - - - - | 22,381.30 |
| | $ 117,662.60 |

State Funds for Const: Chap. 175, laws 1917; Chap. 31, laws 1920, Chap. 529, laws 1939.

Funds for Maint: Chap. 529, laws 1939.

Note: Necessary funds have been deposited with the Highway Department by Clackamas County.

6

## OSWEGO SECTION
Project No 5-325(1)

~~Prefix No. 503-1061~~

Non-participating items ~~in Drainage~~ Price Agreement No. 2

| ITEM | QUANTITY & UNIT | UNIT PRICE | COST |
|---|---|---|---|
| 1. Drainage Exc., Unclass. | 160 c.y. | $ 3.60 | $ 576.00 |
| 2. 8" Concrete Sewer Pipe | 414 Lin.Ft. | 1.30 | 538.20 |
| 3. 12" Concrete Sewer Pipe | 312 " " | 1.80 | 561.60 |
| 4. Extra For Pipe Under Pavement | 726 " " | 3.00 | 2,178.00 |
| 5. Concrete Catch Inlets | 8 each | 65.00 | 520.00 |
| | | DRAINAGE TOTAL | $4,373.80 |

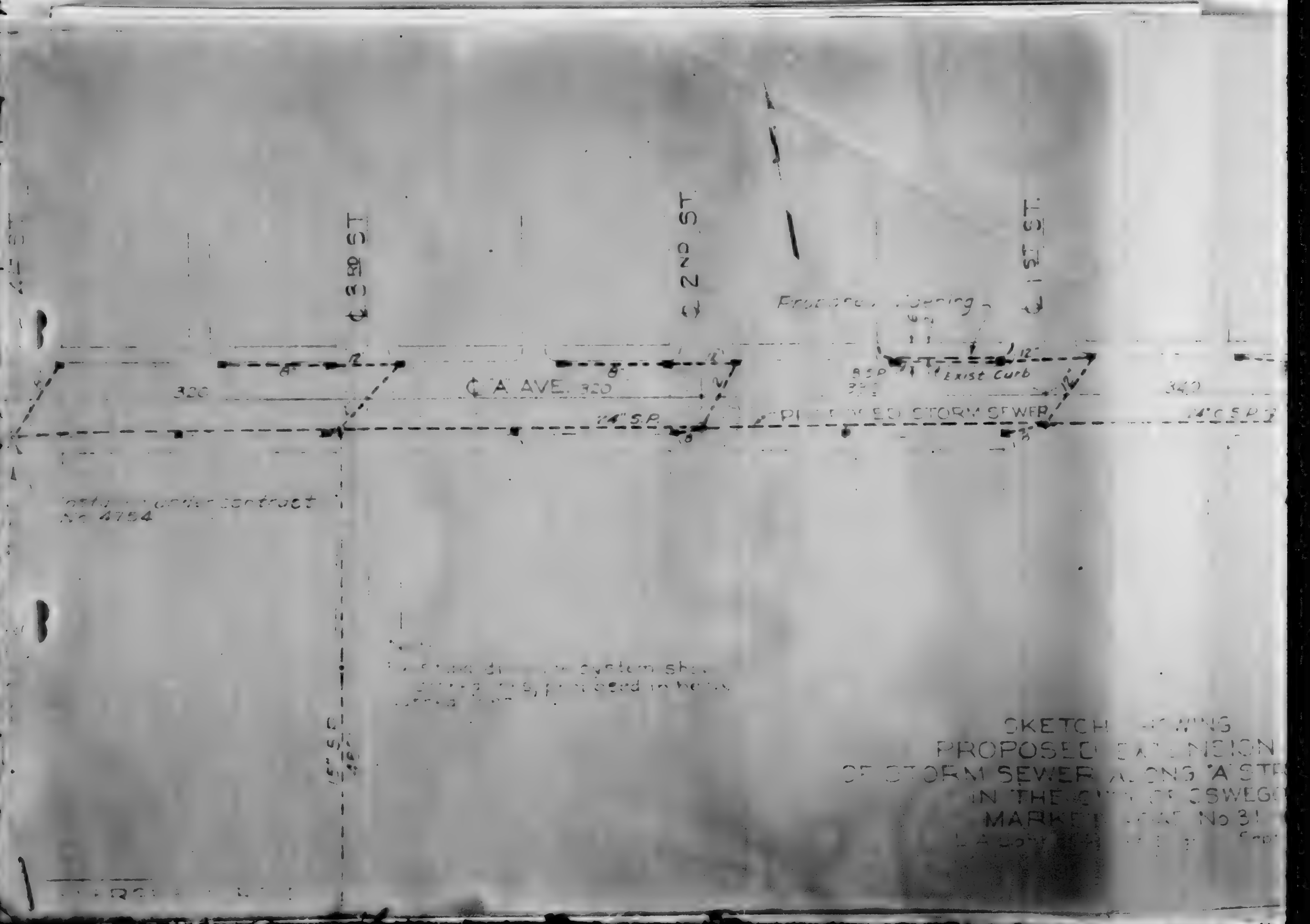
Street Widening

| ITEM | QUANTITY & UNIT | UNIT PRICE | COST |
|---|---|---|---|
| 6. Removal of Curb | 150 Lin.Ft. | 0.30 | 45.00 |
| 7. " of Sidewalk | 60 Sq.yd. | 0.40 | 24.00 |
| 8. Concrete Curb | 5 Cu.Yd. | 40.00 | 200.00 |
| 9. Concrete Sidewalk | 6 Sq. Yd. | 3.60 | 21.60 |
| 10. General Exc., Unclass. | 30 c.y. | 0.85 | 25.50 |
| 11. Coarse Crushed Mat'l in Base | 25 c.y. | 2.90 | 72.50 |
| 12. 3/4"-0" Mat'l in base | 3 c.y. | 3.25 | 9.75 |
| 13. Asphaltic Concrete Mixture | 13 tons | 4.44 | 57.72 |
| 14. 85 - 100 Asphalt in Mixture | 1.0 ton | 28.75 | 28.75 |
| | | | 484.82 |
| ~~Total Non-participating Items~~ | | | $4,858.62 |
| ~~Engineering & Contingencies 12 1/2%~~ | | | ~~607.33~~ |
| | | ~~TOTAL~~ | ~~$5,465.95~~ |

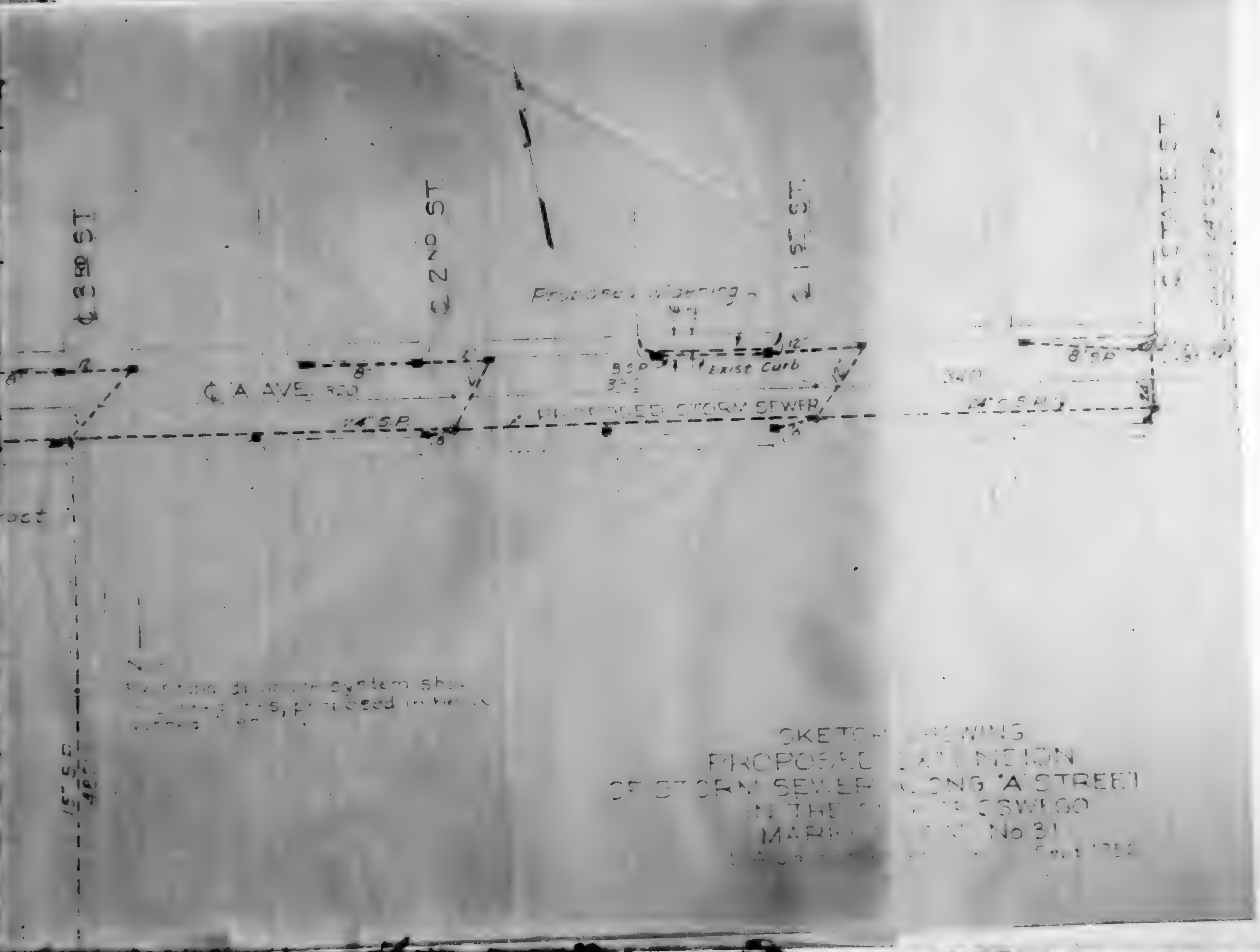
Participating Items Price Agreement No. 2

| Item | Quantity & Unit | Unit Price | Cost |
|---|---|---|---|
| Drainage Excavation, Unclassified | 1640 c.y. | $ 3.60 | $ 5904.00 |
| 8 Inch Concrete Sewer Pipe | 234 Lin Ft | 1.30 | 304.20 |
| 12 " " " " | 148 " " | 1.80 | 266.40 |
| 15 " " " " | 480 " " | 2.30 | 1,104.00 |
| 24 " " " " | 1,360 " " | 4.40 | 5,984.00 |
| Extra for Pipe Under Pavement | 1,742 " " | 3.00 | 5,226.00 |
| Concrete Catch Basins | 10 Each | 65.00 | 650.00 |
| Concrete Manholes | 6 Each | 220.00 | 1,320.00 |
| | | | $ 20,758.60 |

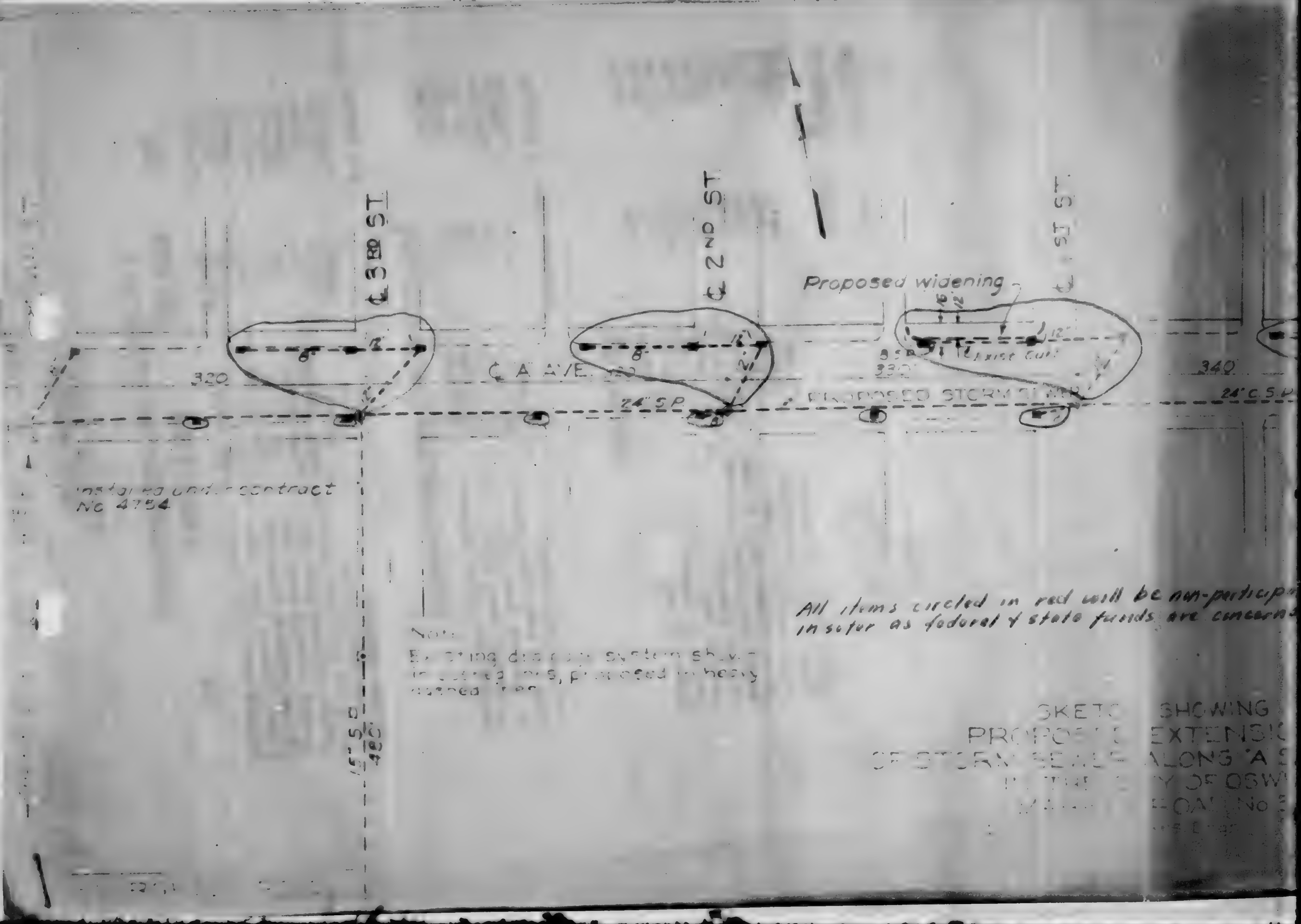
Grand Total 25,617.22



SKETCH SHOWING
PROPOSED EXTENSION
OF STORM SEWER ALONG 'A' STR
IN THE CITY OF OSWEGO
MARKET ROAD No 31



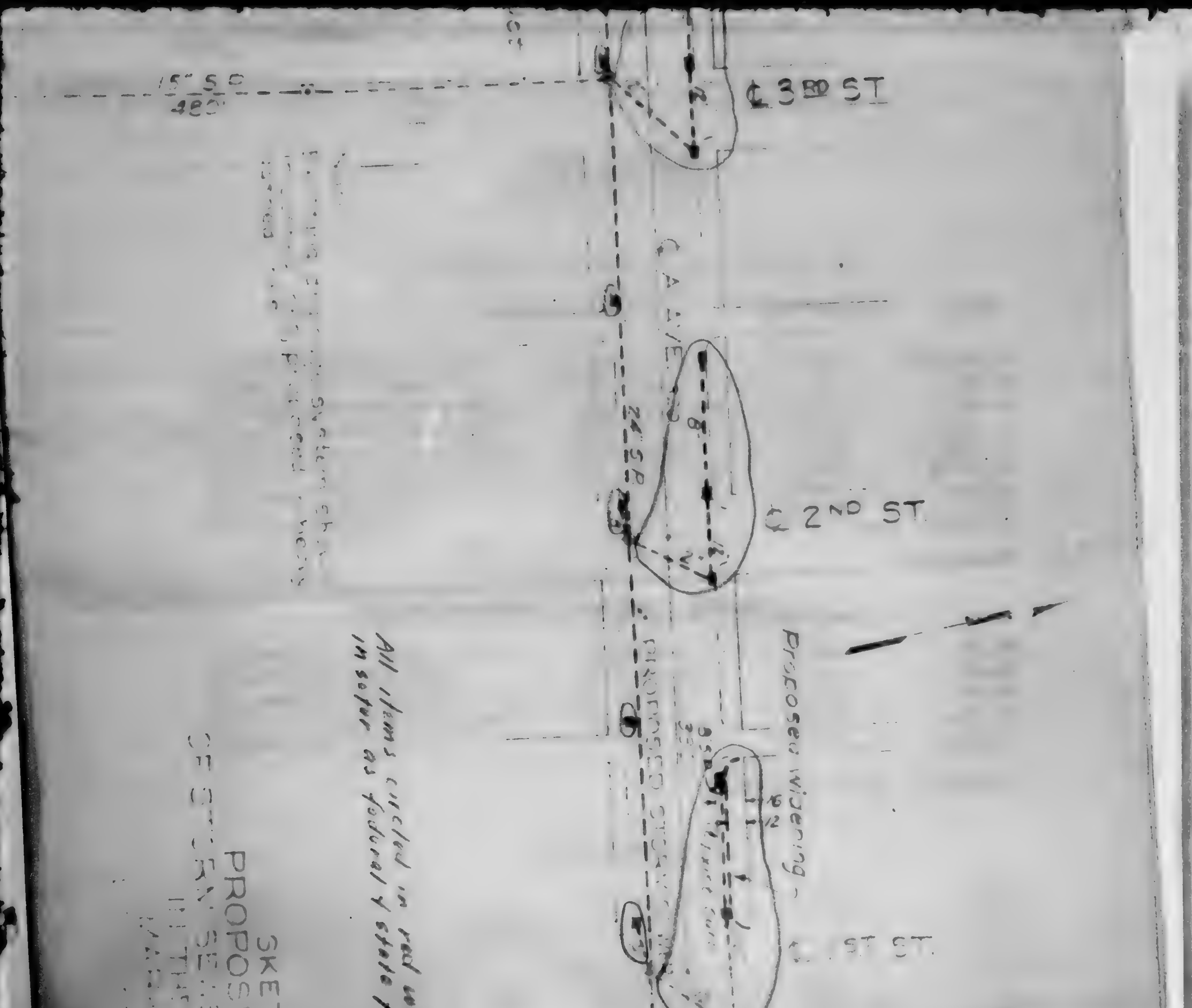
SKETCH [illegible] WING
PROPOSED [illegible] NSION
OF STORM SEWER [illegible] ONG 'A' STREET
IN THE [illegible] SWEGO
MAR [illegible] No 31
[illegible]

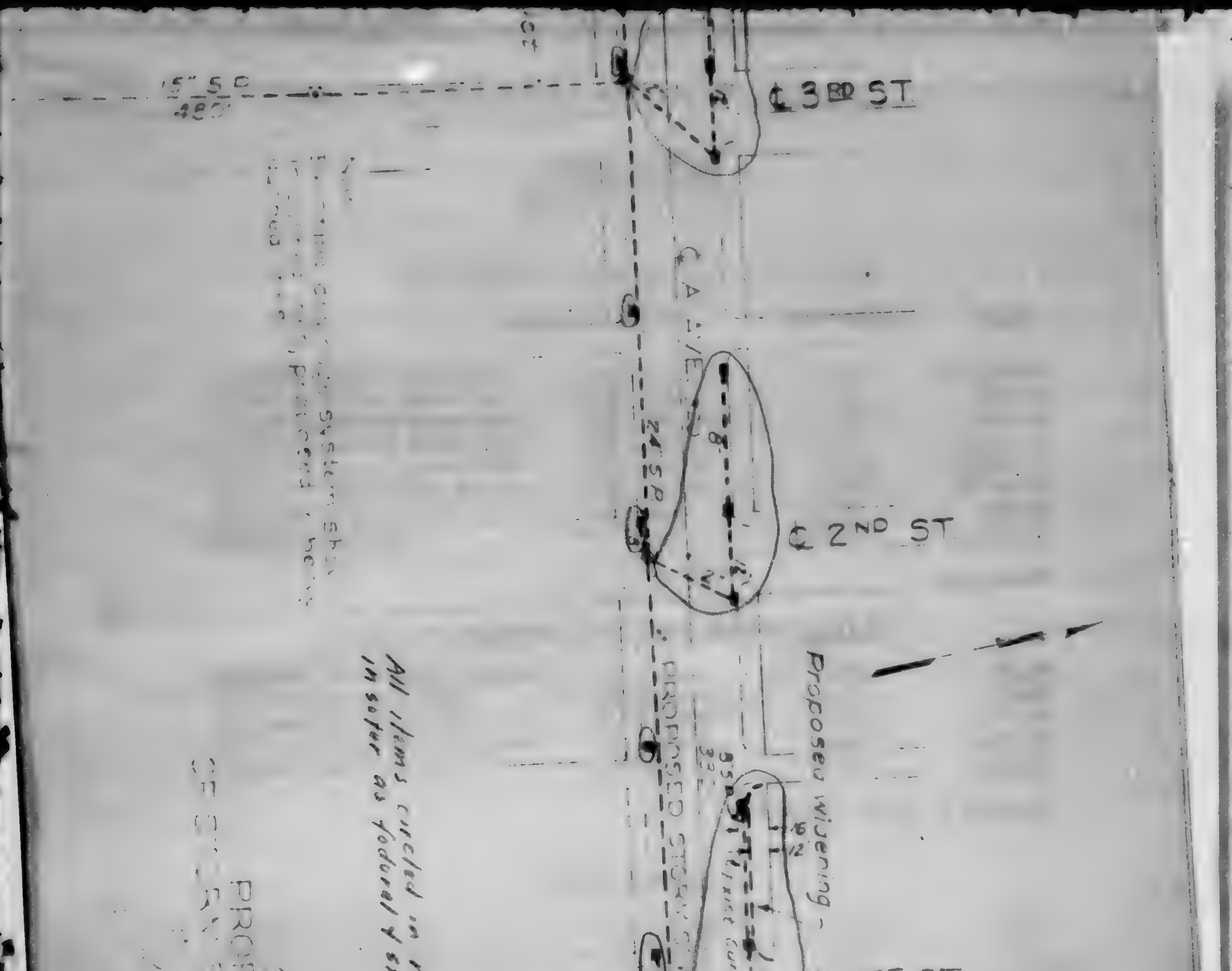


All items circled in red will be non-particip
in so far as federal & state funds are concern

Note:
Existing drainage system shown in dotted lines, proposed in heavy dashed lines

SKETCH SHOWING
PROPOSED EXTENSI
OF STORM SEWER ALONG 'A'
IN THE CITY OF OSW
MAIN [illegible] ROAD No


℄ 3RD ST
15" S.P.
480
℄ A AVE
24" S.P.
℄ 2ND ST
PROPOSED STORM
Proposed Widening
℄ 1ST ST
349
24" C.S.P.
24"
℄ STATE ST.
Exist 24" C.S.P.
All items circled in red will be non-participating in so far as federal & state funds are concerned
SKETCH SHOWING
PROPOSED EXTENSION
OF STORM SEWER ALONG 'A' STREET
IN THE CITY OF OSWEGO



SKETCH SHOWING
PROPOSED EXTENSION
OF STORM SEWER ALONG "A" STREET
CITY OF OSWEGO

All items circled in red will be non-participating insofar as federal & state funds are concerned

6)

## OSWEGO SECTION
## Project No. S-325(1)

### Participating Items Price Agreement No. 2

| ITEM | QUANTITY & UNIT | UNIT PRICE | COST |
|---|---|---|---|
| Drainage Excavation, Uncl. | 1,640 cu.yd. | $ 3.60 | $ 5,904.00 |
| 8-inch Concrete Sewer Pipe | 100 ~~234~~ lin.ft. | 1.30 | ~~304.20~~ |
| ~~12-inch Concrete Sewer Pipe~~ | ~~148 lin.ft.~~ | ~~1.80~~ | ~~266.40~~ |
| 15-inch Concrete Sewer Pipe | 480 lin.ft. | 2.30 | 1,104.00 |
| 24-inch Concrete Sewer Pipe | 1,360 lin.ft. | 4.40 | 5,984.00 |
| Extra for Pipe Under Pavement | ~~1,742~~ lin.ft. | 3.00 | ~~5,226.00~~ |
| Concrete Catch Inlets | / ~~10~~ each | 65.00 | ~~650.00~~ |
| Concrete Manholes | 6 each | 220.00 | 1,320.00 |
| | | | $20,758.60 |

### Non-participating Items Price Agreement No. 2

| ITEM | QUANTITY & UNIT | UNIT PRICE | COST |
|---|---|---|---|
| Drainage,Excavation, Unclass. | 160 cu.yd. | 3.60 | 576.00 |
| 8" Concrete Sewer Pipe | ~~414~~ lin.ft. | 1.30 | ~~538.20~~ |
| 12" Concrete Sewer Pipe | ~~312~~ lin.ft. | 1.80 | ~~561.60~~ |
| Extra for Pipe under Pavement | ~~726~~ lin.ft. | 3.00 | ~~2,178.00~~ |
| Concrete Catch Inlets | ~~8~~ each | 65.00 | ~~520.00~~ |
| | | Drainage Total | $ ~~4,373.80~~ |

### Street Widening

| ITEM | QUANTITY & UNIT | UNIT PRICE | COST |
|---|---|---|---|
| Removal of Curb | 150 lin.ft. | 0.30 | 45.00 |
| Removal of Sidewalk | 60 sq.yd. | 0.40 | 24.00 |
| Concrete Curb | 5 cu.yd. | 40.00 | 200.00 |
| Concrete Sidewalk | 6 sq. yd. | 3.60 | 21.60 |
| General Excavation, Unclass. | 30 cu. yd. | 0.85 | 25.50 |
| Coarse Crushed Mat'l in Base | 25 cu.yd. | 2.90 | 72.50 |
| 3/4"-0 Material in base | 3 cu.yd. | 3.25 | 9.75 |
| Asphaltic Concrete Mixture | 13 tons | 4.44 | 57.72 |
| 85-100 Asphalt in Mixture | 1.0 ton | 28.75 | 28.75 |
| | | | 484.82 |
| | | Subtotal | $ 4,858.62 |
| | | Total | $ 25,617.22 |

FORM 230—50M—11-53—90224

**OREGON STATE HIGHWAY DEPARTMENT**

INTER-DEPARTMENT CORRESPONDENCE

Portland, Oregon
January 18th, 1957

**SUBJECT:**

To: Clarence Swenson
Acting City and County Relations Engineer
State Highway Department
Salem, Oregon

I am forwarding herewith letter dated January 15, 1957 from the Clackamas County Court, concerning the installation of four 360° flashing amber lights which should be installed on the ends of the concrete islands being constructed at the intersection of 10th and "A" Avenue in Oswego. This is on the County Club and "A" Avenue FAS County Project in Oswego, contract No. 4754. The County Court have asked that we advise them as to whether or not these lights can be installed as a participating item on this contract. Our contract provides for the installation of conduit for the lights, but not the actual installation of the lights. Mr. John Hagemann of your office is familiar with this matter. Will you advise the Clackamas County Court as to whether or not these lights can be considered as a participating item by the County, State and Bureau.

→ Sec. 680

A. G. SKELTON
Division Engineer

AGS:w
Encl.
cc: Tom Edwards
Lowell Johnston

County advised that
the item not eligible
for F.A. participation
1/24/57

NOTED
C. G. SWENSON

RECEIVED
JAN 21 1957

Copied 1-18-56
by Alyce
3 copies made

# COUNTY OF CLACKAMAS
## COUNTY COURT

C. L. LATOURETTE, Judge
DARRELL JONES, Commissioner
S. C. ELY, Commissioner

OREGON CITY 2641
OLIVE 4-6591

COUNTY COURT HOUSE OREGON CITY, OREGON

January 15, 1957

Mr. A. G. Skelton
Division Engineer
State Highway Department
P. O. Box 4699
Portland 2, Oregon

Dear Mr. Skelton:

This County Court is anticipating a need for the installation of four 360° blinking yellow lights which will be needed in the ends of the concrete islands being constructed in the intersection of Tenth and "A" Avenue in Oswego. fas 680

State forces have estimated the cost of this work at approximately $500.00. Since this is a Federal Aid job we would like to know whether or not these lights will be considered a participating item.

Sincerely,

CLACKAMAS COUNTY COURT

Ed Latourette
County Judge

Darrell Jones
Commissioner

S. Ely
Commissioner

NOTED
C. G. SWENSON

DJ/dab

RECEIVED
JAN 21 1957

RECEIVED
JAN 17 1957
OFFICE OF
DIVISION ENGINEER
DIVISION NO 1

NOTED

FORM E-30X—90M—11-55—30238

## OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Portland, Oregon
January 9th, 1957

SUBJECT:

RECEIVED
JAN 10 1957

To:
Tom Edwards
Construction Engineer
State Highway Department
Salem, Oregon

You recently sent me a copy of a letter dated December 26th from Mr. John F. Hagemann to Mr. C. E. Maison. This letter primarily concerned an additional deposit from Clackamas County to cover the estimated county share for the cost of widening and drainage work in connection with the Oswego Section, Federal Aid Secondary (County) Project. Mr. Hagemann advises that the county had requested that every effort be made to complete the drainage work involved at an early date.

I am enclosing Lowell A. Johnston's report of January 7th on this project, contract No. 4754, and you will note that all drainage work was completed as of January 7th.

A. G. SHELTON
Division Engineer

AGS:w
Encl.
cc: John F. Hagemann ✓

NOTED
C. G. SWENSON

[illegible]

RECEIVED
JAN 10 1957

**OREGON STATE HIGHWAY DEPARTMENT**

INTER-DEPARTMENT CORRESPONDENCE

Portland, Ore.
Jan. 7,1957

SUBJECT: Oswego Section, FAS [illegible]
Contract #4754, Prefix [illegible]-1041

To:

Mr. A.S. Shelton

On the Oswego Section, Contract #4754, all drainage work on the project has been completed as of this date. The replacing of concrete pavement removed by ditch construction will be completed today and the replacing of asphaltic pavement removed by ditch construction should be completed before the end of the week.

Form A-150-[illegible]

NOTED

# INVOICE

## Oregon State Highway Department

SALEM, OREGON

Invoice No. 48935

Date December 26, 1956

Your Req. No.

Billing Request No. cc-289

Credit distribution: 503-1061-297

Clackamas County
Oregon City, Oregon

Attn: County Court

Oswego Section, FAS 680, covered by agreement dated July, 1956. Transfer of additional deposit towards county share of total cost. Additional deposit was required because of extra drainage work not covered in original plans. Request for outside billing cc-255 dated 7/17/56 credited [illegible],000. to project leaving 4,000. in advance deposit fund.

| | | |
|---|---|---|
| | Advance Deposit | 10,128.87 |
| $ 7,900.00 | Cash | |
| 565.53 | Refund due on Park Ave., - Gladstone Sec. of FAS 119, see cc-277 | |
| 1,663.34 | Refund due on Bakers Bridge, FAS 131 see cc-280 | |
| $10,128.87 | Total additional deposit of which $3,000.00 is to be retained in the advance deposit fund | 7,128.87 |
| | to be retained | $ 3,000.00 |

RECEIVED
DEC 28 1956

ACKNOWLEDGMENT OF BILLING REQUEST

Cash Received with Request: $

By

NOTED
C. G. SWENSON

State Printing 88944

NOTED
C. G. SWENSON

NOTED
J. F. HAGEMANN

NOTED
JOHN D. GRAHAM

NOTED
Harold C. Ayers

Salem, Oregon
December 26, 1956

Advance Deposit
Clackamas County

Mr. C. H. Maison
OFFICE

Attached is Clackamas County Warrant No. V 41816 in the amount of $7,900. This deposit is to be used on the Oswego Section, Clackamas County FAS project.

John F. Hagemann
Asst. Engr., County & City Relations

JDG:te
Att.

NOTED
C. G. SWENSON

NOTED
J. F. HAGEMANN

NOTED
JOHN D. GRAHAM

NOTED
Harold C. Ayers

Salem, Oregon
December 26, 1956

Additional Drainage Work
Oswego Section FAS 680
Clackamas County

Mr. G. S. Paxson
OFFICE

We have received this date an additional deposit of $10,128.87 from Clackamas County to cover the estimated county share of the costs for additional drainage work in connection with the subject named project. The additional deposit is based on the county paying 100% of all items contained in the extra work order which the Bureau of Public Roads has indicated would be non-participating insofar as federal funds are concerned and 20% of all participating items.

The county has requested that every effort be made to complete this drainage work at an early date.

John F. Hagemann
Asst. Engr., County & City Relations

JFH:te

cc: Forrest Cooper
Tom Edwards

NOTED
J. F. HAGEMANN

NOTED
C. G. SWENSON

NOTED
[illegible]

COUNTY OF CLACKAMAS
COUNTY COURT

WALLACE R. TELFORD, Judge
STAN SKOKO, Commissioner
DARRELL JONES, Commissioner

OREGON CITY 2641
OLIVE 4-6591

COUNTY COURT HOUSE OREGON CITY, OREGON

December 20, 1956

Mr. John Hagemann
Assistant State Highway Engineer
County and City Relations
State Highway Department
Salem, Oregon

Dear Mr. Hagemann:

Herewith is Clackamas County Warrant No. 41816 in the amount of $7,900.00 to cover the non-participating item, drainage project on "A" Avenue, Market Road No. 31 in the City of Oswego Clackamas County, Oregon.

We have arrived at the figure of $7,900.00 through your letter of December 14th and today's phone conversation, namely by deducting the amount due Clackamas County on the Gladstone Section of FAS No. 119 and the Bakers Bridge Project which amounts we request be retained by you and deducted from the estimated county's share of $10,136.63 for the drainage project on "A" Avenue.

10,128.87 actual additional deposit

We hope this arrangement is satisfactory to your office and that work will proceed on the "A" Avenue drainage project at once.

Sincerely,

CLACKAMAS COUNTY COURT

Wallace R. Telford
County Judge

Stan Skoko
Commissioner

Darrell Jones
Commissioner

RECEIVED
DEC 26 1956
ENGINEER
COUNTY

WRT/dab
Encl. (1)

NOTED
Harold C. Ayers

NOTED
Harold C. Ayers

December 19, 1956

NOTED
J. F. HAGEMANN

Clackamas County Court
Courthouse
Oregon City, Oregon

Gentlemen:

Reference is made to my letter of December 14 relative to the county's advance deposit for extra drainage work in connection with the Oswego Section of FAS 680.

Since that letter was written final costs have become available for the Bakers Bridge on FAS 131 and it has been determined that the agreed county share of the total costs for this project is $12,536.66 as shown on the attached statement. As the county initially deposited $14,200., a refund of $1,663.34 is due the county.

If the county wishes, we will retain this refund and apply it against the required advance deposit for the extra drainage work on the Oswego Section of FAS 680. The required additional cash deposit for the Oswego Section would then be as follows:

| | | |
|---|---|---|
| Estimated County Share (as shown in my letter of December 14) | | $10,136.63 |
| Less: | | |
| Refund due County on Park Avenue - Gladstone Section, FAS 119 | $ 565.53 | |
| Refund due County on Bakers Bridge, FAS 131 | 1,663.34 | 2,228.87 |
| Required Cash Advance Deposit | | $7,907.76<br>or say $7,900. |

This letter confirms my telephone conversation this date with Judge Telford on this same matter.

Very truly yours,

W. C. Williams
State Highway Engineer

By

John F. Hagemann
Asst. Engr., County & City Relations

NOTED
C. G. SWENSON

NOTED
JOHN D. GRAHAM

NOTED
JOHN D. GRAHAM

JFH:te
Att.

December 14, 1956

NOTED
JOHN D. GRAHAM

Clackamas County Court
Courthouse
Oregon City, Oregon

Gentlemen:

Reference is made to the extra drainage work being covered by price agreement in connection with the Oswego Section of FAS 680, Contract No. 4754.

We have been advised that no Federal participation can be collected for the work being performed along the north side of "A" Avenue between 4th Avenue and the Oswego Highway as this work is not considered as contributing to the drainage of the original project from the city limits to 4th Avenue. The estimated cost of this non-participating work is $5,465.95 as shown on the attached tabulation. The county will, as per previous agreement, pay 100% of the cost of this non-participating work.

The estimated total county share of all work contained in the price agreement for extra drainage is as follows:

| | |
|---|---|
| Estimated Total Cost<br>(Includes participating and non-participating items plus 12 1/2% for engineering and contingencies.) | $28,819.37 |
| Estimated County Share<br>100% of non-participating items | $ 5,465.95 |
| 20% of participating items<br>($28,819.37 - $5,465.95) x 0.2 | $ 4,670.68 |
| Total estimated county share | $10,136.63 |

Based on the above figures the following advance deposit should be made by the county at this time:

| | |
|---|---|
| Estimated County Share | $10,136.63 |
| Less Refund Due County on Park Ave.<br>Gladstone Section of FAS 119 | $ 565.53 |
| Required advance deposit | $ 9,571.10 -or say $9,500. |

NOTED
C. G. SWENSON

Please make this deposit by means of a check or warrant in the amount of $9,500. payable to the Oregon State Highway Commission, forwarding same to this office. The check or warrant should also be accompanied by a letter authorizing the highway commission to retain the refund due on the Park Avenue - Gladstone project as part of the advance deposit for the Oswego project.

Very truly yours,

W. C. Williams
State Highway Engineer

By

John F. Hagemann
Asst. Engr., County and City Relations

JFH:te
Att.

OSWEGO SECTION

Prefix No. 503-1061

Non-participating items in Drainage Price Agreement

| ITEM | QUANTITY & UNIT | UNIT PRICE | COST |
|---|---|---|---|
| 1. Drainage Exc., Unclass. | 160 c.y. | $ 3.60 | $ 576.00 |
| 2. 8" Concrete Sewer Pipe | 414 Lin.Ft. | 1.30 | 538.20 |
| 3. 12" Concrete Sewer Pipe | 312 " " | 1.80 | 561.60 |
| 4. Extra For Pipe Under Pavement | 726 " " | 3.00 | 2,178.00 |
| 5. Concrete Catch Inlets | 8 each | 65.00 | 520.00 |
| | | DRAINAGE TOTAL | $4,373.80 |

Street Widening

| ITEM | QUANTITY & UNIT | UNIT PRICE | COST |
|---|---|---|---|
| 6. Removal of Curb | 150 Lin.Ft. | 0.30 | 45.00 |
| 7. " of Sidewalk | 60 Sq.yd. | 0.40 | 24.00 |
| 8. Concrete Curb | 5 Cu.Yd. | 40.00 | 200.00 |
| 9. Concrete Sidewalk | 6 Sq. Yd. | 3.60 | 21.60 |
| 10. General Exc., Unclass. | 30 c.y. | 0.85 | 25.50 |
| 11. Coarse Crushed Mat'l in Base | 25 c.y. | 2.90 | 72.50 |
| 12. 3/4"-0" Mat'l in base | 3 c.y. | 3.25 | 9.75 |
| 13. Asphaltic Concrete Mixture | 13 tons | 4.44 | 57.72 |
| 14. 85 - 100 Asphalt in Mixture | 1.0 ton | 28.75 | 28.75 |
| | | | 484.82 |

| | | |
|---|---|---|
| Total Non-participating Items | | $4,858.62 |
| Engineering & Contingencies 12 1/2% | | 607.33 |
| | TOTAL | $5,465.95 |

Clark Co.
FAS 680

FORM E-30X—50M—11-53—90228

## OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Portland, Oregon
December 13, 1956

SUBJECT: Oswego
Contract 4754

To: Tom Edwards
Construction Engineer
State Highway Department
Salem, Oregon

Reference is made to your letter of December 4, 1956, requesting information desired by Mr. John F. Hagemann regarding non-participating items on the above subject project.

Enclosed herewith are copies of a sketch map and estimate of cost of the non-participating items submitted by Lowell Johnston, Resident Engineer.

A. E. JOHNSON
Assistant Division Engineer

AEJ:ar
Encl.
cc: Lowell Johnston

NOTED
C. G. SWENSON

RECEIVED
DEC 14 1956
OFFICE OF
CONSTRUCTION ENGINEER

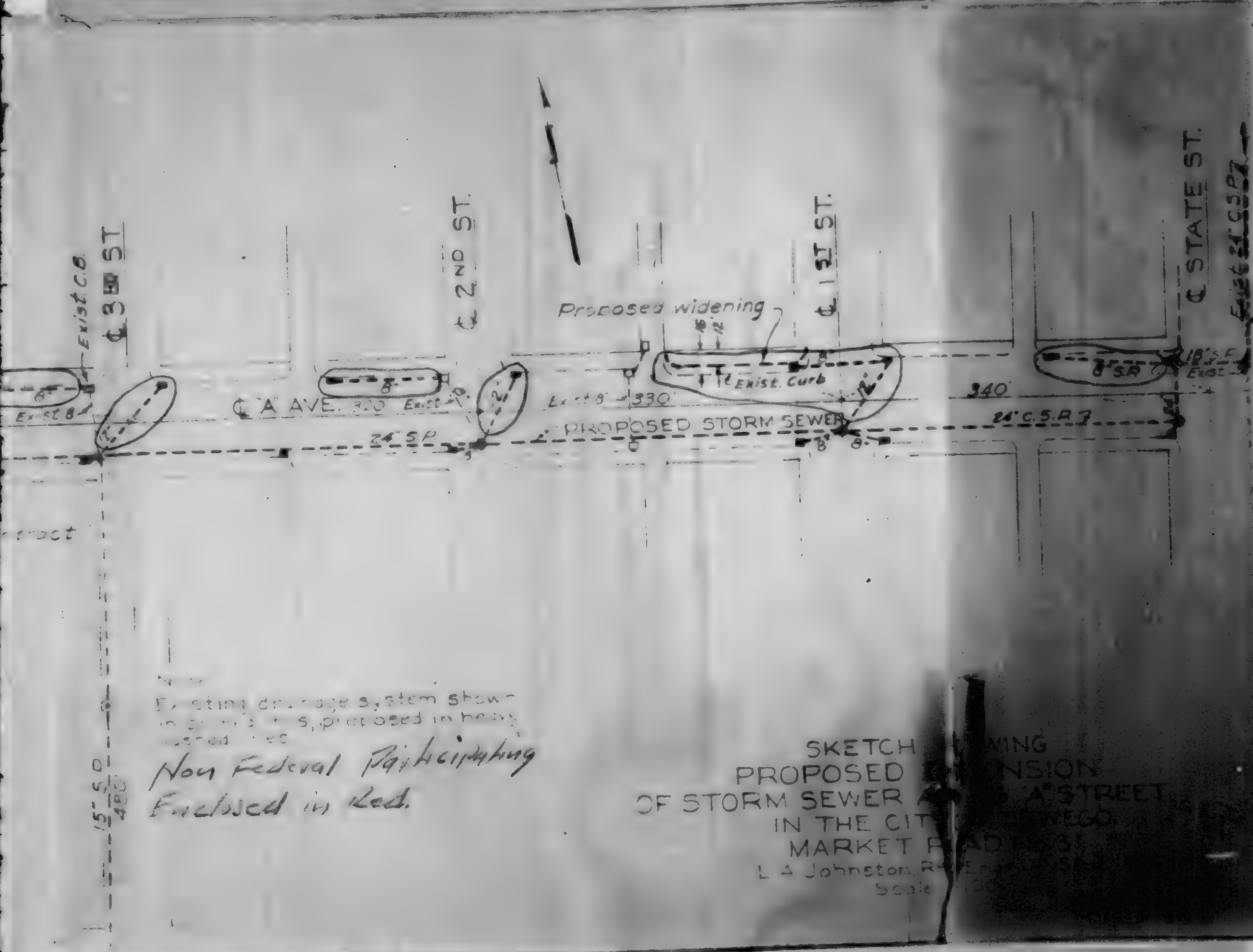
## OSWEGO SECTION

Prefix No 503-1061

Non-participating items in Drainage Price Agreement

| ITEM | QAUNTITY & Unit | UNIT PRICE | COST |
|---|---|---|---|
| 1. Drainage Exc., Unclass. | 160 c.y. | $3.60 | 576.00 |
| 2. 8" Concrete Sewer Pipe | 414 Lin.Ft. | 1.30 | 538.20 |
| 3. 12" Concrete Sewer Pipe | 312 Lin.Ft. | 1.80 | 561.60 |
| 4. Extra for Pipe under Pavement | 726 Lin.Ft. | 3.00 | 2,178.00 |
| 5. Concrete Catch Inlets | 8 each | 65.00 | 520.00 |
| | | DRAINAGE TOTAL | 4,373.80 |
| Street Widening | | | |
| 6. Removal of Curb | 150 Lin.Ft. | 0.30 | 45.00 |
| 7. " of Sidewalk | 60 sq.yd. | 0.40 | 24.00 |
| 8. Concrete Curb | 5 cu.yd. | 40.00 | 200.00 |
| 9. Concrete Sidewalk | 6 sq.yd | 3.60 | 21.60 |
| 10. General Excavation, Unclass. | 30 c.y. | 0.85 | 25.50 |
| 11. Coarse Crushed Mat'l in Base | 25 c.y. | 2.90 | 72.50 |
| 12. 3/4"-0" Mat'l in base | 3 c.y. | 3.25 | 9.75 |
| 13. Asphaltic Concrete Mixture | 13 Tons | 4.44 | 57.72 |
| 14. 85-100 Asphalt in mixture | 1.0 Ton | 28.75 | 28.75 |
| | | | 484.82 |

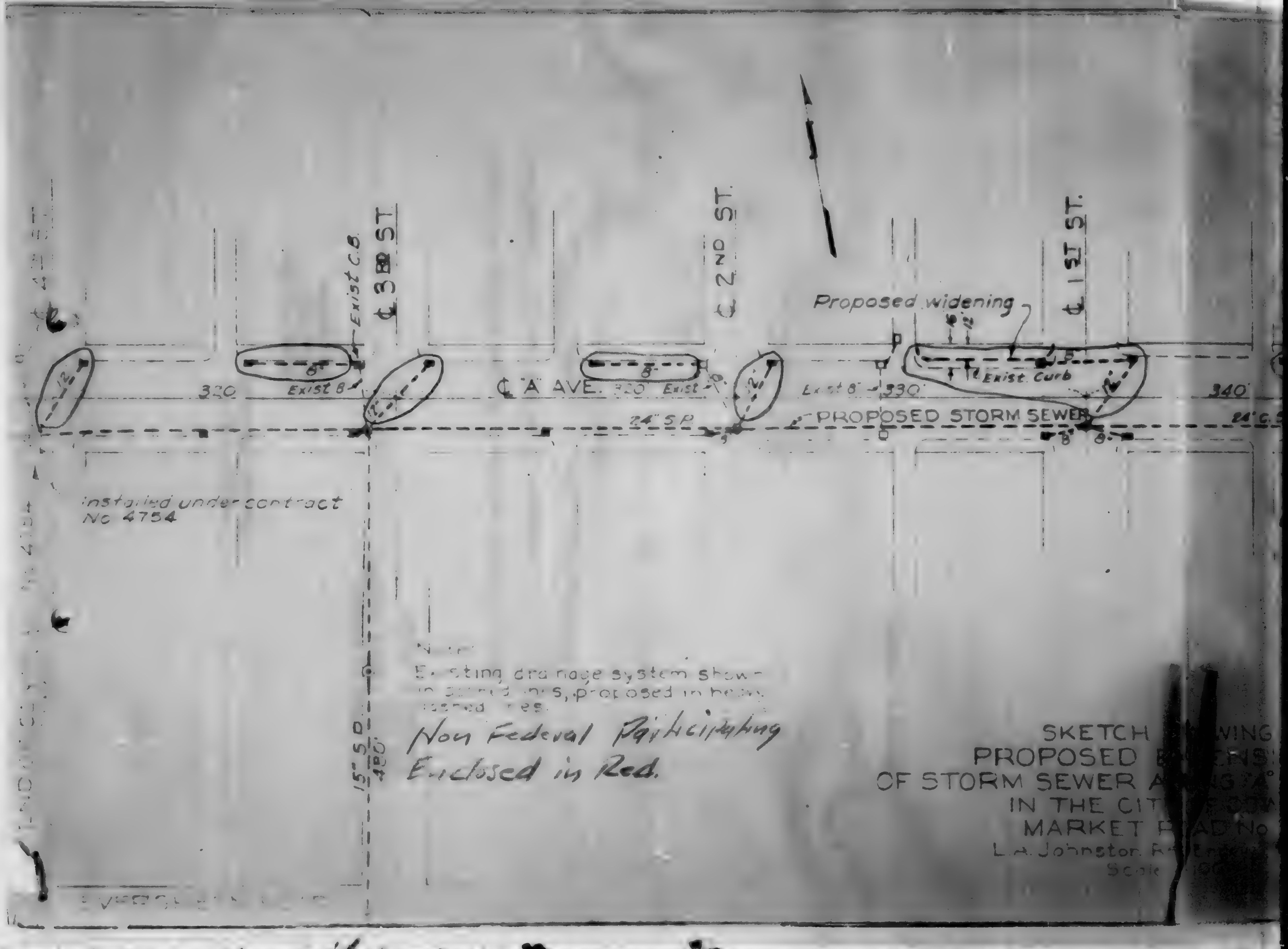
| | |
|---|---|
| TOTAL NON-PARTICIPATING ITEMS | $4,858.62 |
| Engineering & Contingencies 12½% | 607.33 |
| TOTAL — | $5,465.95 |



Note:
Existing drainage system shown
in [illegible] lines, proposed in heavy
dashed lines

Non Federal Participating
Enclosed in Red.

SKETCH [illegible]WING
PROPOSED [illegible]NSION
OF STORM SEWER [illegible] "A" STREET
IN THE CIT[illegible]WEGO
MARKET R[illegible]AD No. 3
L A Johnston, R[illegible]
Scale [illegible]



Note:
Existing drainage system shown in dotted lines, proposed in heavy dashed lines.

Non Federal Participating
Enclosed in Red.

SKETCH [illegible]WING
PROPOSED [illegible]NS[illegible]
OF STORM SEWER A[illegible] "A"
IN THE CIT[illegible]
MARKET [illegible]AD No
L.A. Johnston [illegible]
Scale [illegible]

RECEIVED
NOV 16 1956
FOR FILING

[illegible]

4754

Salem, Oregon
November 15, 1956

Contract No. 4754
Increase in
Authorization

Mr. Lowell A. Johnston
Resident Highway Engineer
Box 4699
Portland 2, Oregon

This is to advise you that at its last meeting, the Highway Commission approved an increase of $22,000.00 in project authorization on Contract No. 4754, Oswego Section in Clackamas County.

The new project authorization is $142,336.75. This amount should be used in all future reports.

Very truly yours,

S. H. Probert
Office Engineer

SHP:lmr

CC: A. O. Shelton

RECEIVED
NOV 5 1956
FOR FILING

5-3-5 (1)

4754

November 2, 1956

Oregon State Highway Commission

Gentlemen:

Clackamas County has requested that we construct a supplementary drainage system in connection with our present construction project on the Oswego Section, Country Club Road and "A" Avenue, Contract No. 4754. This project is a County FAS job.

The original plan used existing storm sewers of the City of Oswego for disposal of storm waters. The City gave consent to the original plan, but later reconsidered fearing litigation for addition of water to existing drainages. As an alternate to the original plan, the County has suggested construction of a new storm sewer from Fourth Street to State Street. The cost of this storm system is estimated at $22,000. The Bureau of Public Roads has indicated that they will approve this work as an extension of the existing contract. This will not cost the State any more money than if the Clackamas County FAS money was used on a separate job.

In view of the above, it is recommended that you authorize an additional $22,000 for this project subject to concurrence by the Bureau of Public Roads.

Very truly yours,

W. C. Williams
State Highway Engineer

cc Mr. C. H. Maison

LHY:jc fn

Form No. E-373—10M—7-55

3.325(1)
4754

OREGON STATE HIGHWAY DEPARTMENT

# Report on Expected Over-run of Project Authorization

Project Name Oswego

Highway Country Club Road & "A" Avenue Date October 31, 1956

County Clackamas Kind of Work Grading & Paving Contract No. 4754

Contract Amount Contractor Perkins Bros.

Expected over-runs and under-runs in contract items: $106,366.00

Major items, itemized:

| | Quantity | Unit Price | Amount |
|---|---|---|---|
| 4 - Drainage Excavation, Unclass. | | | |
| 9 - 15-inch Sewer Pipe | -1,150 c.y. | 3.60 | -4,140.00 |
| 11 - 21-inch Sewer Pipe | - 301 l.f. | 2.30 | - 692.30 |
| 12 - 24-inch Sewer Pipe | - 396 l.f. | 3.40 | -1,346.40 |
| 20 - Coarse Cr. Mat'l in Base | + 293 l.f. | 4.40 | +1,289.20 |
| 21 - 3/4"-0" Material in Base | - 400 c.y. | 2.90 | -1,160.00 |
| 25 - RC-3 Asph. in Binder Course | + 300 c.y. | 3.25 | + 975.00 |
| 26 - Asphaltic Conc. Mixture | - 30 ton | 45.00 | -1,350.00 |
| Minor items, unitemized algebraic total | + 600 ton | 4.44 | +2,664.00 |
| Subtotal | | | + 736.10 |

Approved work orders (Price, extra work and state force orders) $103,341.60

Expected over-runs and under-runs in work orders: $26,497.22

Major items, itemized:

| | Amount |
|---|---|
| P.A. # 1 | + 410.21 |
| E.W.O. # 1 | - 600.00 |

Minor items, unitemized algebraic total

Subtotal None

Authorization for engineering - $189.79

Expected over-run or under-run of engineering authorization + $8,557.28

Costs not included above (explain) + $2,442.72

Allowance for future contingencies (——% of work remaining) $

Credits to come from transfers and deductions + $1,165.00

Present estimate of project cost $

Brief Statement of principal causes of over-run: $141,814.03

**INSTRUCTIONS**

A report on this form is to be submitted if and when it becomes evident that the project cost will exceed the original project authorization by more than five per cent and again if and when it becomes evident that the project cost will exceed by more than five per cent a subsequently approved increased project authorization. Submit five copies to Salem. After having been noted by the Deputy or Assistant State Highway Engineer, one copy will be sent to the Division Engineer and one copy to the Resident Engineer.

OCT 30

| | |
|---|---|
| Project authorization . . . . | $120,366.75 |
| Present estimate of project cost | $141,814.03 |
| Expected over-run (Amount) | $21,477.28 |
| Expected over-run (per cent) | 17.84 % |

Space to right of this line is for use of Salem office.

Submitted by: Lowell A. Johnston Resident Engineer

Confirmed by: Assistant Division Engineer

Noted by: Construction or Bridge Engineer

Noted by: Deputy or Assistant State Highway Engineer

State Printing 86713

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NOV 16 1956
FOR FILING

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**OREGON STATE HIGHWAY DEPARTMENT**

**INTER-DEPARTMENT CORRESPONDENCE**

Salem, Oregon
October 27, 1956

**SUBJECT:** Oswego Section
Country Club Road - "A" Avenue
Contract No. 4754

**To:** Mr. Forrest Cooper
Deputy State Highway Engineer
Office

With reference to your Assignment No. 50, I am submitting herewith a Price Agreement to which is attached a sketch map showing the drainage system proposed by Clackamas County and the installation of which they wish to make a part of the existing contract. This will extend the drainage system easterly from Fourth Street to State Street, from which point the water will be put in an existing 21-inch sewer pipe which is believed to have enough capacity. However, the County has indicated that if such is not the case, they will extend a proper sewer system on easterly to a natural drainage. You will also note that it is contemplated that part of the water will be taken down Third Street in a 15-inch sewer.

The Bureau of Public Roads has indicated that they will go for this project as an extension of the existing contract. This will not cost the State any more money than if the County F.A.S. money was let in a separate job. I therefore recommend that this price Agreement be approved and that a formal agreement be entered into with the County.

I am attaching hereto a letter from Mr. Skelton giving further details on this matter. Our Cost Analysis Department has checked the prices and find them most favorable. The estimated cost of the work, including engineering and contingencies, is $28,820.

Tom Edwards
Construction Engineer

By L. H. Young
L. H. Young
Ass't Construction Engineer

NOTED
FORREST COOPER

RECEIVED
NOV 14 1956
OFFICE OF
STATE HIGHWAY ENGINEER

LHY:jo

Encl.

cc County and City Relations

FORM E-30X—50,000—10-54—79464

# OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Portland, Oregon
October 12th, 1956

SUBJECT: Price Agreement No. 2
County Club Rd. & "A" Avenue
Prefix 503-1061

To: Tom Edwards
Construction Engineer
State Highway Department
Salem, Oregon

I am forwarding herewith Price Agreement No. 2 on the Federal Aid Secondary (County) Project for the Oswego Section of the Country Club Road and "A" Avenue. This is contract No. 4754 to Perkins Bros., and is a Clackamas County Project. The Price Agreement covers the construction of a drainage system on the southerly side of "A" Avenue from the existing manhole at 4th Street to an existing manhole at State Street, which is the Oswego Primary State Highway. The estimated cost of this work as listed on the back of the form is $25,617.22.

The Clackamas County Court have discussed this work with Mr. Cattrall and Mr. Hagemann of the City and County Relations, and also with Mr. Bestor of the Bureau of Public Roads. It is the intent to increase the authorization on a fully participating basis by the County, State and Bureau of Public Roads. I am also enclosing copy of a letter dated October 12, 1956 from the Clackamas County Court, advising their approval of this Price Agreement. They have previously written to Mr. Cattrall, requesting that this work be done, and have agreed to pay, if necessary, the entire cost, provided the Bureau approval of this work cannot be obtained.

The reason for this Price Agreement is that the City of Oswego originally agreed to take this drainage water at the east end of our project on 4th Avenue. On receipt of complaints by the City of Oswego, the city attorney gave the council the opinion that diverting the water as planned would subject the city to very probable damage claims, and it was his opinion that the city would be liable for damages created by the diversion of this water. At the conference held with the County Court and representatives of the City, Highway Department, and Bureau of Public Roads, it was the opinion of all concerned, that the extension as covered by the Price Agreement was the logical solution to this problem. This meets with the approval of both the County Court and the City of Oswego.

If this approved, our contractor would be entitled to an extension of time of at least 30 working days.

A. G. SKELTON
Division Engineer

AGS:w
Encl. cc: John Cattrall L. A. Johnston

RECEIVED
OCT 15 1956
OFFICE OF
CONSTRUCTION ENGINEER

## ASSIGNMENT

Date: Sept. 10, 1956 No. 50 By Fc

Description: Letter of September 6 by Commissioners of Clackamas County in con- ~~xxxxxxxxxxx~~ nection with improvement of FAS project in Oswego on Market Road 31.

Acknowledged by____ Referred to Edwards

__Investigate and report with recommendation
__Such action as necessary and report
__Comment or recommendation
__Return with rough draft of reply
__Prepare reply for signature of Mr.______
__Contact correspondent and report

Remarks: Please investigate and report with ~~xkmik~~ sketch map, recommendation, and costs.
F.C.

PLEASE RETURN TO FORREST COOPER

Executed 10-25-56 Report Received______

---

...OF CLACKAMAS
...TY COURT
OREGON CITY, OREGON

OREGON CITY 2641
OLIVE 4-6591

...tember 6, 1956

PLEASE RETURN TO
FORREST COOPER

...ime your Department is administering all
...vement of an FAS project located in Oswego
...ncluded in this project is a storm drain
...at Fourth and "A" Avenues in Oswego with
...the City. The City agreed to take care of
... the City Attorney, Mr. L. [illegible]. Crampton;
...City Engineer, Mr. [illegible] Cruden, have appeared
... some other means of disposal be made of
... they are unable to carry out their program.

As a matter of fact we have been advised that there is a strong possibility that the County would be held liable for damages to private property resulting from disposal of water as previously planned. We are, therefore, requesting inclusion as an extra work item into the present job, the extension of the storm drain easterly on "A" Avenue to a point east of State Highway No. 43. We are requesting that this extra work be included as a participating item, however, the County agrees to stand 100 percent of the cost of this extra work in the event that it is not approved as a participating item.

It should be also understood that we wish to be given an opportunity to approve the price agreements arrived at between the contractor and the State.

Very sincerely yours,

Darrell Jones
DARRELL JONES
Commissioner

Stan Skoko
STAN SKOKO
Commissioner

DJ/dab

RECEIVED
[illegible] 10 1956
STATE H[illegible] COMMISSION

# COUNTY OF CLACKAMAS

WALLACE R. TELFORD, Judge
STAN SKOKO, Commissioner
DARRELL JONES, Commissioner

## COUNTY COURT

OREGON CITY 2641
OLIVE 4-6591

COUNTY COURT HOUSE OREGON CITY, OREGON

September 6, 1956

PLEASE RETURN TO
FORREST COOPER

Mr. W. C. Williams
State Highway Engineer
State Highway Department
Salem, Oregon

Dear Mr. Williams:

At the present time your Department is administering all work in connection with the improvement of an FAS project located in Oswego Oregon, on Market Road No. 31. Included in this project is a storm drain sustem which was designed to end at Fourth and "A" Avenues in Oswego with the water to be taken care of by the City. The City agreed to take care of the water at this point, however, the City Attorney, Mr. L. E. Crampton; the Mayor, Mr. Lee Stidd and the City Engineer, Mr. Ray Cruden, have appeared before this Court to request that some other means of disposal be made of surface water at this point since they are unable to carry out their program.

As a matter of fact we have been advised that there is a strong possibility that the County would be held liable for damages to private property resulting from disposal of water as previously planned. We are, therefore, requesting inclusion as an extra work item into the present job, the extension of the storm drain easterly on "A" Avenue to a point east of State Highway No. 43. We are requesting that this extra work be included as a participating item, however, the County agrees to stand 100 percent of the cost of this extra work in the event that it is not approved as a participating item.

It should be also understood that we wish to be given an opportunity to approve the price agreements arrived at between the contractor and the State.

Very sincerely yours,

Darrell Jones
DARRELL JONES
Commissioner

Stan Skoko
STAN SKOKO
Commissioner

DJ/dab

RECEIVED
[illegible] 1[illegible] 1956
OREGON
STATE HIGHWAY COMMISSION

Clack Co
FAS 680

FORM E-30X—90,000—10-54—78484

**OREGON STATE HIGHWAY DEPARTMENT**

INTER-DEPARTMENT CORRESPONDENCE

RECEIVED
OCT 15 1956

Portland, Oregon
October 12th, 1956

SUBJECT: Price Agreement No. 2
County Club Rd. & "A" Avenue
Prefix 503-1061

Harold C. Ayers

ANN

To: Tom Edwards
Construction Engineer
State Highway Department
Salem, Oregon

I am forwarding herewith Price Agreement No. 2 on the Federal Aid Secondary (County) Project for the Oswego Section of the Country Club Road and "A" Avenue. This is contract No. 4754 to Perkins Bros., and is a Clackamas County Project. The Price Agreement covers the construction of a drainage system on the southerly side of "A" Avenue from the existing manhole at 4th Street to an existing manhole at State Street, which is the Oswego Primary State Highway. The estimated cost of this work as listed on the back of the form is $25,617.22.

The Clackamas County Court have discussed this work with Mr. Cattrall and Mr. Hagemann of the City and County Relations, and also with Mr. Bestor of the Bureau of Public Roads. It is the intent to increase the authorization on a fully participating basis by the County, State and Bureau of Public Roads. I am also enclosing copy of a letter dated October 12, 1956 from the Clackamas County Court, advising their approval of this Price Agreement. They have previously written to Mr. Cattrall, requesting that this work be done, and have agreed to pay, if necessary, the entire cost, provided the Bureau approval of this work cannot be obtained.

The reason for this Price Agreement is that the City of Oswego originally agreed to take this drainage water at the east end of our project on 4th Avenue. On receipt of complaints by the City of Oswego, the city attorney gave the council the opinion that diverting the water as planned would subject the city to very probable damage claims, and it was his opinion that the city would be liable for damages created by the diversion of this water. At the conference held with the County Court and representatives of the City, Highway Department, and Bureau of Public Roads, it was the opinion of all concerned, that the extension as covered by the Price Agreement was the logical solution to this problem. This meets with the approval of both the County Court and the City of Oswego.

If this approved, our contractor would be entitled to an extension of time of at least 30 working days.

A G Skelton
A. G. SKELTON
Division Engineer

AGS:w
Encl. cc: John Cattrall ✓ L. A. Johnston

Cattrall

[illegible] 10-15-56
[illegible]
[illegible]

COUNTY OF CLACKAMAS

COUNTY COURT

WALLACE R. TELFORD, Judge
STAN SKOKO, Commissioner
DARRELL JONES, Commissioner

OREGON CITY 2641
OLIVE 4-6591

COUNTY COURT HOUSE OREGON CITY, OREGON

October 12, 1956

Mr. A. G. Skelton, Division Engineer
Oregon State Highway Department
Salem, Oregon

Dear Sir:

This letter is for the specific purpose of approving the price agreement No. 2 of the Oswego section of Country Club Road and "A" Avenue project located in Clackamas County contracted to Perkin Brothers of Portland, Oregon.

It is mutually understood that this price agreement No. 2 covers the storm sewer extension from 4th Avenue and "A" Street to State Street and the 15 inch by-pass storm drain paralleling 3rd Street leading from A Avenue to Evergreen Road a distance of 480 feet more or less.

It is respectfully requested that the payment of the supplemental price agreement be handled in the same manner as the previous project authorization.

Sincerely,

CLACKAMAS COUNTY COURT

Wallace R. Telford
County Judge

Stan Skoko
Commissioner

Darrell Jones
Commissioner

SS/dab

~~Form A-160—5M—10-53~~

John Cattrall — This is for your information & is not official until approved

OREGON STATE HIGHWAY DEPARTMENT

# Price Agreement

APPLYING TO EXTRA WORK AND EXTRA MATERIAL

Project Name: Oswego Section
Date: October 11, 1956.
Highway: Country Club Road and "A" Avenue
Contract No.: 4754
County: Clackamas
Prefix: 503-1061
Contractor: Perkins Bros.
F. A. Project No.: S-32 (1)
Address: 10324 N.E. Halsey St. Portland 16, Oregon
Price Agreement No.: 2

For the below described extra work or extra material to be performed or furnished under the contract above referred to, the contractor agrees to accept payment at the prices given herein, understanding that, except as herein otherwise provided, the work is to be performed and the material is to be furnished in accordance with the specifications which form a part of the contract and in accordance with the instructions of the engineer.

---

Work to be done: **Construct drainage system along the Southerly side of "A" avenue from the existing manhole at Fourth street and "A" avenue to the existing manhole at "A" avenue and State street. Construct storm drain along the Westerly side of Third street from Third and "A" to existing manhole at Third street and Evergreen Road.**

**Widen "A" avenue on the Northerly side between the West edge of First street and the East edge of the Alley between First and Second Streets.**

Locations by station numbers:
**115 + 09 to 128 + 29**

Names of pay items, estimated quantities and agreed prices:

**See back of sheet for estimate of cost.**

Specifications, basis of measurement and other provisions:

**Standard specifications to apply.**

**See accompanying sketch for location of drainage system and street widening.**

---

**INSTRUCTIONS**

After the signature of the contractor has been obtained, submit six copies (including original copy) to the Salem Office. After approval by the Assistant State Highway Engineer, approved copies will be sent to the Contractor, the Division Engineer, and the Resident Engineer.

This order does not constitute authority for expenditure until approved by the Assistant State Highway Engineer or State Highway Engineer.

Project authorization . . . . . . . . . $ 120,366.75

Present estimate of project cost, including $ 25,617.22 for work under this order $ 136,788.31

Expected ~~under-run~~ over-run (amount) . . . . . . $ 16,421.56

Expected ~~under-run~~ over-run (per cent) . . . . . 13.64

Space to right of this line is for use of Salem Office

Submitted by: Lowell A. Johnston — Resident Engineer

Lowell A. Johnston

Signed: PERKINS BROS. — Contractor

By: J M Pelvns

Approval Recommended: ............ Division Engineer

Approval Recommended: ............ Construction—Bridge—Engineer

Approved: ............ State Highway Engineer

State Printing 88247

## ESTIMATE OF COST

### Drainage

| ITEM | QUANTITY & UNIT | UNIT PRICE | COST |
|---|---|---|---|
| 1. Drainage Excavation, Uncl. | 1,800 c.y. | $ 3.60 | $ 6,480.00 |
| 2. 8" concrete sewer pipe | 648 l.f. | 1.30 | 842.40 |
| 3. 12" concrete sewer pipe | 460 l.f. | 1.80 | 828.00 |
| 4. 15" concrete sewer pipe | 480 l.f. | 2.30 | 1,104.00 |
| 5. 24" concrete sewer pipe | 1,360 l.f. | 4.40 | 5,984.00 |
| 6. Extra for pipe under pavement | 2,468 l.f. | 3.00 | 7,404.00 |
| 7. Concrete catch inlets | 18 ea. | 65.00 | 1,170.00 |
| 8. Concrete manholes | 6 ea. | 220.00 | 1,320.00 |
| | | Drainage Total -------- | $ 25,132.40 |
| | Widening | | |
| 9. Removal of curb | 150 l.f. | 0.30 | 45.00 |
| 10. Removal of sidewalk | 60 sq. yd. | 0.40 | 24.00 |
| 11. Concrete curb | 5 c.y. | 40.00 | 200.00 |
| 12. Concrete sidewalk | 6. sq. yd. | 3.60 | 21.60 |
| 13. General Excavation, Uncl. | 30 c.y. | 0.85 | 25.50 |
| 14. Coarse crushed mat'l in base | 25 c.y. | 2.90 | 72.50 |
| 15. 3/4"-0" material in base | 3 c.y. | 3.25 | 9.75 |
| 16. Asphaltic concrete mixture | 13 tons | 4.44 | 57.72 |
| 17. 85-100 asphalt in mixture | 1 ton | 28.75 | 28.75 |
| | | Widening Total --------- | $ 484.82 |
| | | Total this P.A.-------- | $ 25,617.22 |

COUNTY OF CLACKAMAS

WALLACE R. TELFORD, Judge
STAN SKOKO, Commissioner
DARRELL JONES, Commissioner

COUNTY COURT

OREGON CITY 2641
OLIVE 4-6591

COUNTY COURT HOUSE OREGON CITY, OREGON

October 5, 1956

Mr. John Cattrall, Engineer
City & County Relations
State Highway Department
Salem, Oregon

Dear Mr. Cattrall:

This is to confirm a meeting held in Commissioner Jones' Office on October 5, 1956 in which the following was agreed to by Representatives of the State Highway Department, Bureau of Public Roads, County Court, Mayor of Oswego, Oswego City Engineer, Oswego City Attorney and Mr. Dolson, Finance Chairman of the Oswego City Council.

Clackamas County will request the Highway Commission to take proper steps to include as extra work in the present Oswego contract the extension of a storm sewer pipe from Fourth and "A" Avenue east along "A" Avenue and then to connect with the existing 21 inch pipe on the present highway at State Street and "A" Avenue.

The County requested that the State make proper application to the Bureau of Public Roads to get this included as an FAS Project for participation by the Federal, State and County governments; the same as on the present contract.

In the event the Bureau of Public Roads does not approve this work for Federal participation then the County acknowledges that they will pay the entire cost.

Sincerely,

CLACKAMAS COUNTY COURT

Wallace R. Telford
County Judge

Commissioner

Darrell Jones
Commissioner

WRT/dab

NOTED
V R JONES

FORM E-30X—80M—11-55—90228

# OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
September 11, 1956

NOTED
J. W. CATTRALL

**SUBJECT:** Oswego Section
Country Club Road - A Avenue

To: Mr. A. G. Skelton
Division Engineer
State Highway Department
Box 4699, Sellwood Station
Portland 2, Oregon

NOTED
Harold C. Ayers

Herewith a copy of a letter from the Clackamas County Court in which they request a change in the storm drainage disposal plan on the subject named job.

Will you please obtain a sketch map, recommendation, and estimate of costs to accomplish the work outlined. You might discuss this with the contractor to see what prices could be obtained to do this work and incorporate in a price agreement.

Please give this your early attention.

Tom Edwards
Construction Engineer

By

L. H. Young
Ass't Construction Engineer

LHY:jc

Encl.

cc John W. Cattrall ✓

RECEIVED
SEP 12 1956
ENGINEER
[illegible]

# COUNTY OF CLACKAMAS

COUNTY COURT

WALLACE R. TELFORD, Judge
STAN SKOKO, Commissioner
DARRELL JONES, Commissioner

OREGON CITY 2641
OLIVE 4-6591

COUNTY COURT HOUSE OREGON CITY, OREGON

September 6, 1956

PLEASE RETURN TO
FORREST COOPER

Mr. W. C. Williams
State Highway Engineer
State Highway Department
Salem, Oregon

Dear Mr. Williams:

At the present time your Department is administering all work in connection with the improvement of an FAS project located in Oswego Oregon, on Market Road No. 31. Included in this project is a storm drain sustem which was designed to end at Fourth and "A" Avenues in Oswego with the water to be taken care of by the City. The City agreed to take care of the water at this point, however, the City Attorney, Mr. L. E. Crampton; the Mayor, Mr. Lee Stidd and the City Engineer, Mr. Ray Cruden, have appeared before this Court to request that some other means of disposal be made of surface water at this point since they are unable to carry out their program.

As a matter of fact we have been advised that there is a strong possibility that the County would be held liable for damages to private property resulting from disposal of water as previously planned. We are, therefore, requesting inclusion as an extra work item into the present job, the extension of the storm drain easterly on "A" Avenue to a point east of State Highway No. 43. We are requesting that this extra work be included as a participating item, however, the County agrees to stand 100 percent of the cost of this extra work in the event that it is not approved as a participating item.

It should be also understood that we wish to be given an opportunity to approve the price agreements arrived at between the contractor and the State.

Very sincerely yours,

Darrell Jones
DARRELL JONES
Commissioner

Stan Skoko
STAN SKOKO
Commissioner

DJ/dab

RECEIVED
SEP 10 1956
OREGON
STATE HIGHWAY COMMISSION

NOTED
V. R. JONES

NOTED
J. W. CATTRALL

NOTED
Harold C. Ayers

Salem, Oregon
August 30, 1956

Clackamas County FAS Project,
Oswego Section, FAS 680

Mr. Tom Edwards
OFFICE

NOTED
J. F. HAGEMANN

Contract No. 4754 is presently in effect for the subject-named project. This project as contracted calls for curbs and storm sewers ending at the intersection of A Avenue and 4th Street with the understanding that the city of Oswego would arrange to pick up and take care of the water at this point. It now appears that some difficulty is being encountered by the city to carry out its commitment.

As our formal agreement covering this project is with Clackamas County we, of course, will look to the county to work out a solution with the city. It is my understanding that the problem is being studied and the county may request that we enter into a price agreement with our contractor to carry the drainage to a suitable point of disposal.

If the county does make this request, please advise this office so that a supplemental agreement providing for the county to pay all costs of this extra work can be prepared. Under the present agreement we would be required to pay 50% of any such costs; however, we would not be required to perform the extra work. For this reason no price agreement should be signed until a supplemental agreement has been prepared and executed. The county is not trying to shift any of the responsibility or cost to the state but is only trying to find a solution to the problem.

John F. Hagemann
Asst. Engr., County & City Relations

JFH:mm

1

RECEIVED
AUG 14 1956
FOR FILING

S-325 (1)

4754

August 13, 1956

Perkins Bros.
10324 N. E. Halsey St.
Portland 20, Oregon

Gentlemen:

We enclose herewith a fully executed copy of contract No. 4754, which was awarded to you by the State Highway Commission on July 12, covering the Oswego Section of the Country Club Road and "A" Avenue Highways in Clackamas County.

We are also sending a copy of this contract to the surety on your performance bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encl.

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JUL 24 1956
FOR FILING

S-325 (1)

[illegible]

July 23, 1956

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

This is to advise you that work was started on July 18, 1956 on Contract No. 4754, Oswego Section, in Clackamas County, in connection with Federal Aid Project No. S-325(1).

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Deputy State Highway Engineer

WCW:ch

NOTED
J. W. CATTRALL

NOTED
[illegible]

July 25, 1956

NOTED
Harold C. Ayers

Mr. C. G. Polk, District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

J. F. HAGEMANN

Dear Mr. Polk:

Attached are three copies each of an encroachment resolution covering that portion of Oregon Project No. S-325(1), Oswego Section, within the city limits of Oswego.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

John W. Cattrall
Engineer, County and City Relations

JDG:mm
Att.

Form cc-13 (1954 Rev.)

OREGON PROJECT S-325(1)
FAS 63

# RESOLUTION

WHEREAS, Federal Aid Secondary Highway No. 680 of the State of Oregon, known as the Country Club Road and "A" Avenue, is routed through the City of Oswego, Clackamas County, Oregon, a municipal corporation, and the route officially adopted for said highway by the State Highway Commission traverses the following street or streets, or avenues of said city; to wit:

Country Club Road from the westerly city boundary to "A" Avenue and "A" Avenue from the Country Club Road to 4th Street.

AND, WHEREAS, the State Highway Commission of the State of oregon is desirous of receiving Federal Aid for the improvement of said highway,

AND, WHEREAS, the Department of Commerce, Bureau of Public Roads, will not participate in the construction of said highway until and unless the said City of Oswego will guarantee by resolution officially adopted by the City Council of said City that no encroachments will be permitted upon the right of way of said highway within the corporate limits of said City which will permanently obstruct or interfere with the free and convenient flow of traffic over said highway through said City; and will so regulate parking of vehicles on said streets or avenues traversed by said highway that the free, convenient, and safe flow of traffic shall not be impeded; and agree not to impose unreasonable limitations of speed upon said highway, nor impose any regulations of traffic which will operate to discriminate against traffic upon said highway by giving undue preference to traffic upon other intersecting streets or avenues.

NOW, THEREFORE, IT IS HEREBY RESOLVED by the ~~Common~~ Council of the City of Oswego, Clackamas County, Oregon, that no encroachments will be permitted on the streets and avenues traversed by Federal Aid Secondary Highway No. 680 of the State of Oregon, known as the Country Club Road and "A" Avenue, which will permanently or unduly interfere with the free and convenient flow of traffic along said highway; and will so regulate the parking of vehicles along said streets and avenues as not to impede the free, convenient, and safe flow of traffic; and will not impose any unreasonable limitations of speed upon said highway, nor impose any regulation of traffic upon said highway which shall unduly discriminate against traffic upon said highway by giving undue preference to traffic upon other intersecting streets or avenues.

It being understood that nothing in this resolution of agreement by the City Council shall be construed so as to prevent or impair proper police regulations and the enforcement of all existing ordinances and regulations respecting the use of streets in said City, nor to prevent such temporary obstructions to traffic as may be necessitated by the construction of water or gas mains, sewers, and other public improvements, or to preclude the proper use of said highway for the placement of telephone or electric light poles or other public service facilities.

Passed by the ~~Common~~ Council of the City of Oswego, Clackamas County, Oregon, this 3rd day of July, 1956.

Attest:

Mary E. Beerman
City Recorder

Mayor

City of Oswego

Recorder's Office

Telephone BLackstone 1-3515 . . . 40 A Ave. . . . Oswego, Oregon

July 5, 1956

RECEIVED
JUL 6 1956
[illegible]

Mr. John W. Cattrall
Engineer, County and City Relations
Oregon State Highway Dept.
Salem, Oregon

Dear Mr. Cattrall:

This is in reply to your letter of June 28 regarding the encroachment resolution covering the improvement of Country Club Road and A Avenue.

At the regular meeting of the council of the City of Oswego on July 3rd, the encroachment resolution was adopted. It has been signed by the Mayor and attested by the City Recorder.

We are enclosing herewith five copies and retaining one for our files.

Very truly yours,

CITY OF OSWEGO

(Mrs) Mary E. Beerman

City Recorder

b
encl

RECEIVED
JUL 6 1956
OREGON
STATE HIGHWAY COMMISSION

OSWEGO BY THE LAKE . . . "LIVE WHERE YOU PLAY"

OSWEGO BY THE LAKE

NOTED
Harold C. Ayers

June 28, 1956

Mr. Ray N. Cruden
City Engineer
City Hall
Oswego, Oregon

NOTED
J. W. CATTRALL

NOTED
J. F. HAGEMANN

Dear Sir:

Under separate cover we are forwarding two prints of the plans and a set of specifications covering the improvement of Country Club Road and A Avenue from the city limits to 4th Street.

Enclosed are six copies of an encroachment resolution covering this same project. This resolution is a standard form, adoption of which is required by the Bureau of Public Roads in connection with projects of this nature. Briefly, it provides that the City will permit no encroachments on the right-of-way which would permanently interfere with the free and convenient flow of traffic.

If satisfactory, please have the City Council adopt this resolution and return five signed copies to this office. These copies should be mailed so as to arrive in Salem not later than July 6th.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

John W. Cattrall
Engineer, County and City Relations

JFH:mm
Encl.

RECEIVED
JUL 20 1956
FOR FILING

S-[illegible] (1)

475-d

July 19, 1956

County Court of Clackamas County
Court House
Oregon City, Oregon

Gentlemen:

We are enclosing herewith for the records and files of Clackamas County one fully executed copy each of a maintenance and finance agreement between the State Highway Commission and Clackamas County covering the Oswego Section of FAS 680 in Clackamas County.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

rn
Enc.2

RECEIVED
JUL 25 1956
FOR FILING

| |
|---|
| [illegible] |
| |
| 4754 |

Maint. 82
[illegible] 131

Salem, Oregon
July 19, 1956

Agreements
Oswego Section
FAS 680, Clackamas County

Mr. John W. Cattrall
City & County Relations Engineer
Office

Attached are four certified copies of a maintenance agreement and one conformed copy of a finance agreement with Clackamas County covering the Oswego Section of FAS 680 in Clackamas County.

A fully executed copy of each agreement has been retained in this office for the Commission's files and one copy of each has been sent to the County Court of Clackamas County.

Secretary

rm
Attach: 5

FORM E30—50M—2-55—82986

# OREGON STATE HIGHWAY DEPARTMENT

## INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
July 10, 1956

**SUBJECT:** Agreements
Oswego Section
FAS 680, Clackamas County

**To:** Mr. G. S. Paxson
OFFICE

Attached are three copies of a finance agreement covering the Oswego section of FAS 680 in Clackamas County.

Two copies of the agreement have been executed by the County Court and are now ready for presentation to the Highway Commission. Both copies require your signature of approval.

Also attached are six copies of a maintenance agreement covering the same project. After signature by the Highway Commission, please return four either fully executed or certified true copies to this office for transmittal to the B.P.R.

This project was approved by the Commission 9/22/55.

Robert H. Prange
Robert H. Prange
Office Engr., County & City Relations

APPROVED
ASST. STATE HIGHWAY ENGINEER
Date July 10 1956

RHP:mm
Att.

RECEIVED
JUL 10 1956
OFFICE OF
STATE HIGHWAY ENGINEER

AUTHORIZED BY HIGHWAY COMMISSION
DATE 9-22-55 Minute Page 32
Secretary

2 (A)

2 copies of each to be signed

A

Form A-180—10M—9-55

**INVOICE**

# Oregon State Highway Department

**SALEM, OREGON**

NOTED
J. W. CATTRALL

Clackamas County
Oregon City, Oregon

Attention: County Court

NOTED
Har...

Invoice No. 46356
Date July 18, 1956
Your Req. No.
Billing Request No. co-255
Credit distribution: 503-1061-297

| | |
|---|---|
| Advance Deposit | $24,000.00 |
| Partial transfer county's share total cost. Oswego Section of FAS 680 in Clackamas County covered by agreement dated July 1956. | 20,000.00 |
| To be retained | $ 4,000.00 |

## ACKNOWLEDGMENT OF BILLING REQUEST

Cash Received with Request: $
By GRW

State Printing 88944

---

and a copy of the contract will be forwarded as soon as available.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

John W. Cattrall
Engineer, County and City Relations

JFH:mm

NOTED
J. W. CATTRALL

July 16, 1956

NOTED
Harold C. Ayers

Clackamas County Court
Courthouse
Oregon City, Oregon

NOTED
J. F. [illegible]

Gentlemen:

Confirming the telephone conversation of July 12th, the following advance deposit was required in connection with the Oswego Section of FAS 680 upon which a low bid from Perkins Bros. of Portland was received on July 12th:

| | |
|---|---|
| Bid Items | $106,366.00 |
| Anticipated Additional Items | |
| Flagging (State share) | 600.00 |
| 12-1/2% Engr. & contingencies | 13,370.75 |
| Estimated Total Cost... | $120,336.75 |

County Advance Deposit of 20% = $ 24,067.35 or say $24,000

As the above deposit of $24,000 was forwarded the State on July 12th, Contract No. 4754 has been awarded to Perkins Bros. and a copy of the contract will be forwarded as soon as available.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

John W. Cattrall
Engineer, County and City Relations

JFH:mm

RECEIVED
JUL 16 1956
FOR FILING
S-325 (1)
4754

July 16, 1956

Perkins Brothers
8535 S. E. Stark Street
Portland, Oregon

Gentlemen:

The State Highway Commission on July 12, 1956 awarded to you State Highway Contract No. 4754 for grading and paving the Oswego Section of the Country Club Road and "A" Avenue in Clackamas County.

This award was based on your bid of $106,366 which was the low bid submitted to the Commission on that day for this project. Contract forms will be sent to you for execution within the next few days.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

mm

cc: Forrest Cooper
S. H. Probert
R. G. Savage, SIAC

NOTED

NOTED
J. W. CATTRALL

Salem, Oregon
July 11, 1956

Channelization: Intersections of
S. W. Goodall Road & S. W. Krauss
Road with FAS 680.
Clackamas County FAS Project.

Mr. F. B. Crandall
OFFICE

NOTED
J. F. HAGEMANN

NOTED
Harold C. Ayers

We have a county FAS project coming up on FAS 680 and a Clackamas County commissioner has requested that a study be made of the desirability of including channelization of the subject intersections as part of the project.

Attached is a map showing in color the limits of the proposed project and the intersections involved. The Division Office in Portland is presently completing the survey.

It would be appreciated if you would look into this matter and advise this office of your findings.

John F. Hagemann
Asst. Engr., County & City Relations

JFH:mm
Att.

OREGON PROJECT S 325(1)
FAS 68

## RESOLUTION

7-6-56

WHEREAS, a county road in Clackamas County, State of Oregon, known as the Country Club and "A" Avenue County Road, is routed through the County of Clackamas, Oregon, a municipal corporation, and a section of said road has been officially adopted for improvement by the State Highway Commission and Clackamas County, the section adopted for improvement being more particularly described as follows; to wit:

> From the westerly city boundary of Oswego, easterly to the intersection of "A" Avenue and 4th Street in Oswego.

AND, WHEREAS, the State Highway Commission of the State of Oregon is desirous of receiving Federal aid for the improvement of said county road,

AND, WHEREAS, the Department of Commerce, Bureau of Public Roads, will not participate in the construction of said county road until and unless the said County of Clackamas will guarantee by resolution officially adopted by the County Court, that no encroachments will be permitted upon the right of way of said county road within the limits of the section described above, which will permanently obstruct or interfere with the free and convenient flow of traffic over said county road, and will so regulate parking of vehicles on said county road that the free, convenient, and safe flow of traffic shall not be impeded; and agree not to impose unreasonable limitations of speed upon said county road, nor impose any regulations of traffic which will operate to discriminate against traffic upon said county road by giving undue preference to traffic upon other intersecting county roads, streets, or avenues.

NOW, THEREFORE, IT IS HEREBY RESOLVED by the County Court of Clackamas County, Oregon, that no encroachments will be permitted on the county road known as the Country Club and "A" Avenue County Road, which will permanently or unduly interfere with the free and convenient flow of traffic along said county road; and will so regulate the parking of vehicles along said county road as not to impede the free, convenient, and safe flow of traffic; and will not impose any unreasonable limitations of speed upon said county road, nor impose any regulation of traffic upon said county road which shall unduly discriminate against traffic upon said county road by giving undue preference to traffic upon other intersecting county roads, streets, or avenues.

It is understood that nothing in this resolution of agreement by the County Court shall be construed so as to prevent or impair proper police regulations and the enforcement of all existing laws and regulations respecting the use of said county road, nor to prevent such temporary obstructions to traffic as may be necessitated by the construction of water or gas mains, sewers, and other public improvements, or to preclude the proper use of said county road for the placement of telephone or electric light poles or other public service facilities.

Passed by the County Court of Clackamas County, Oregon, this 6th day of July, 1956.

BY:

County Judge ______________________

County Commissioner ______________________

County Commissioner ______________________

ATTEST:

Guy H Pace
County Clerk

cc-12(1955)

OREGON PROJECT S-325(1)
FAS 68

# RESOLUTION

WHEREAS, a county road in Clackamas County, State of Oregon, known as the Country Club and "A" Avenue County Road, is routed through the County of Clackamas, Oregon, a municipal corporation, and a section of said road has been officially adopted for improvement by the State Highway Commission and Clackamas County, the section adopted for improvement being more particularly described as follows; to wit:

> From the westerly city boundary of Oswego, easterly to the intersection of "A" Avenue and 4th Street in Oswego.

AND, WHEREAS, the State Highway Commission of the State of Oregon is desirous of receiving Federal aid for the improvement of said county road,

AND, WHEREAS, the Department of Commerce, Bureau of Public Roads, will not participate in the construction of said county road until and unless the said County of Clackamas will guarantee by resolution officially adopted by the County Court, that no encroachments will be permitted upon the right of way of said county road within the limits of the section described above, which will permanently obstruct or interfere with the free and convenient flow of traffic over said county road, and will so regulate parking of vehicles on said county road that the free, convenient, and safe flow of traffic shall not be impeded; and agree not to impose unreasonable limitations of speed upon said county road, nor impose any regulations of traffic which will operate to discriminate against traffic upon said county road by giving undue preference to traffic upon other intersecting county roads, streets, or avenues.

NOW, THEREFORE, IT IS HEREBY RESOLVED by the County Court of Clackamas County, Oregon, that no encroachments will be permitted on the county road known as the Country Club and "A" Avenue County Road, which will permanently or unduly interfere with the free and convenient flow of traffic along said county road; and will so regulate the parking of vehicles along said county road as not to impede the free, convenient, and safe flow of traffic; and will not impose any unreasonable limitations of speed upon said county road, nor impose any regulation of traffic upon said county road which shall unduly discriminate against traffic upon said county road by giving undue preference to traffic upon other intersecting county roads, streets, or avenues.

It is understood that nothing in this resolution of agreement by the County Court shall be construed so as to prevent or impair proper police regulations and the enforcement of all existing laws and regulations respecting the use of said county road, nor to prevent such temporary obstructions to traffic as may be necessitated by the construction of water or gas mains, sewers, and other public improvements, or to preclude the proper use of said county road for the placement of telephone or electric light poles or other public service facilities.

Passed by the County Court of Clackamas County, Oregon, this 6th day of July, 19[illegible].

BY:

County Judge ____________________

County Commissioner ____________________

County Commissioner ____________________

ATTEST:

____________________
County Clerk

cc-12(1955)

NOTED
Harold C. Ayers

NOTED
J. W. CATTRALL

Salem, Oregon
June 14, 1956

FAS 680, Clackamas County
Oswego Unit, Boones Ferry Road-Oswego Sec.

Mr. Forrest Cooper
OFFICE

I am returning herewith the data for the city of Oswego Unit, Boones Ferry Road-Oswego section of FAS 680 in Clackamas County.

The limits of this proposed project and the typical sections agree with that requested by the Clackamas County Court.

John W. Cattrall
Engineer, County & City Relations

JWC:mm

cc: Frank Hall
V. G. O'Neil

NOTED
Harold C. Ayers

NOTED
J. W. CATTRALL

M

MIL CON 61 5-28 1107A

SKELTON

REF COOPERS LETTER OF MAY 25 RE BOONES FERRY ROAD-OSWEGO, FAS 680

MODIFY PARAGRAPH 4 AS FOLLOWS -

TYPICAL SECTION E///4TH ST. TO 10TH ST. 76 FT. CURB TO CURB 10TH ST. TO CITY LIMITS 64 FT. SAME AS SHOWN ON YOUR TYPICAL SECTION.

YOUNG

END/OF

MESSAGE RECD

NOTED
J. F. HAGEMANN

V

---

acquisition would be easier there.

From Station 30 to the city limits of Oswego a 2-lane section is to be constructed, using 24 feet of pavement, 8-foot shoulders and standard stopping sight distances.

From the city limits of Oswego to 4th Street a 76-foot section shall be used as shown on the typical section which you recently submitted to this office.

The city portion of this job is to be contracted in July of this year; therefore, please have the data in this office for design not later than June 15th. The remaining sections outside the city will be contracted separately at a later date, probably about September of this year.

Forrest Cooper
Construction Engineer

FC:AR

cc to: W. C. Williams
J. W. Cattrall

NOTED
J. W. CATTRALL

FORM E-30X—60M—11-55—90225

# OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
May 25th, 1956

SUBJECT: Boones Ferry Road-Oswego
F.A.S. 680, Clackamas County

To: Mr. A. G. Skelton
Division Engineer
State Highway Department
P. O. Box 4699, Sellwood Station
Portland 2, Oregon

RECEIVED
MAY 25 1956

Herewith the standards to be used on the Boones Ferry Road-Oswego Section, F.A.S. 680, Clackamas County:

From the beginning of the job at Boones Ferry Road to approximately Station 30 a 4-lane section with left turn refuges at the principal intersections is to be constructed. Use a 48-foot section for the paving with 8-foot shoulders and 14 feet for median width at the refuges. The County has requested that, if possible, the right of way between Station 7 and 17± be taken from the northerly side as the acquisition would be easier there.

From Station 30 to the city limits of Oswego a 2-lane section is to be constructed, using 24 feet of pavement, 8-foot shoulders and standard stopping sight distances.

From the city limits of Oswego to 4th Street a 76-foot section shall be used as shown on the typical section which you recently submitted to this office.

The city portion of this job is to be contracted in July of this year; therefore, please have the data in this office for design not later than June 15th. The remaining sections outside the city will be contracted separately at a later date, probably about September of this year.

Forrest Cooper
Construction Engineer

FC:AR

cc to: W. C. Williams
J. W. Cattrall

MEMO TO: J. W. Nash
5/25/56

NOTED

NOTED
J. W. CATTRALL

OSWEGO SECTION
FAS ROUTE 680

This project extends from the westerly city limits of Oswego southeasterly and easterly to the intersection of FAS 680 ("A" Avenue) with 4th Street. The existing road is a 16' wide P.C. concrete pavement with dirt and gravel shoulders varying from 12 feet to 20 feet in width.

The proposed project is to grade and drain including storm sewers, construct curbs and construct an asphaltic concrete wearing surface from curb to curb. The width between curbs on the section extending from the city limits along the Country Club Road to its intersection with "A" Avenue, a distance of 0.2 mile, is to be 64 feet. The width along "A" Avenue, which is the main east-west street, is to be 76 feet. This 76 feet width provides for four lanes of traffic, parking strips, and a painted median strip. It also conforms to the design of the balance of "A" Avenue.

This route serves as the main east-west business street in the City of Oswego and serves the highly developed suburban residential area west of Oswego. It gives direct service to a high school and junior high school located adjacent to the westerly end of the route and will serve a grade school which is to be constructed in the same area. It is also part of a connecting route between the Portland-Salem Expressway near Tualatin and the Oswego area.

The balance of this route within the City of Oswego has a 76' wide P.C. and asphaltic concrete pavement with curbs and storm sewers. The section outside of the city has a 20' wide bituminous wearing surface with 3' shoulders. The County plans to improve the section outside Oswego to modern standards as funds become available.

Clackamas County
  Length - 0.6 miles

| Funds: | | | |
|---|---|---|---|
| | Federal | ~~$72,000~~ | 66,000 |
| | State | ~~24,000~~ | 22,000 |
| | County | ~~24,000~~ | 22,000 |
| | Total | ~~$120,000~~ | 110,000 |

J. F. [illegible]

NOTED
V. R. JONES

September 23, 1955

NOTED
Harold C. Ayers

Clackamas County Court
Court House
Oregon City, Oregon

NOTED
J. W. CATTRALL

NOTED
J. F. HAGEMANN

Gentlemen:

On September 22nd the Highway Commission approved the FAS project on FAS 680 as described in the attached tabulation. The project as described is believed to conform with that requested by the Court. Designating the Stafford Quarry as a possible material source was agreed to by Commissioner Skoko in a telephone conversation several weeks ago.

Preparation of plans and specifications and approval of the B.P.R. are required prior to contracting this project. The preliminary engineering will be handled by our division office near Milwaukie and will proceed as rapidly as available engineering personnel will permit.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

John W. Cattrall
Engineer, County and City Relations

JFH:mm
Att.

CLACKAMAS COUNTY
PROPOSED PROJECT

FAS 680 - Boones Ferry Road-Oswego Section, Approximately 2.2 Miles, $160,000. This section extends from the Boones Ferry County Road easterly to the west end of the 72' wide curbed pavement at the intersection of A Avenue and 4th Street in Oswego.

The proposed project is to grade and drain to an improved grade and alignment, place base material as required, and construct an asphaltic concrete pavement 24' in width with 8' shoulders. The county has a lease-royalty agreement for use of rock from the Stafford quarry and has advised that this quarry will be made available as a material source to the state's contractor at no cost. This quarry is located approximately 6 miles south of Oswego and approximately 1 mile south of Stafford. It is suggested that the County Court be consulted prior to making the survey.

The $160,000 programmed represents the presently estimated balance of fiscal year 1957 funds available to Clackamas County. This may be adjusted as final costs for projects under contract become available.

8/17/55

FORM E-30 25M 9-51 88215

**OREGON STATE HIGHWAY DEPARTMENT**

INTER-DEPARTMENT CORRESPONDENCE

Sept. 12, 1955
Salem, Oregon

SUBJECT: Base Design Charts

To: Mr. A. C. Scalise
Division Engineer
Division I
Portland, Oregon

L

NOTED
Harold C. Ayers

NOTED
[illegible]

Dear Sir:

Reference is made to the Oswego - Boones Ferry Road Section, of the F. A. S. 680.

Enclosed you will find 2 base design charts prepared from laboratory tests, numbers 373169, 373170.

These charts indicate the total thickness of base course plus wearing surface necessary for the individual soils on this project, as reported at this time.

It is desired that the soils requiring the least base course be used in the subgrade zones, where economically justified.

The final design of the base course on this project will require that we be advised of the soil selected for subgrade. This may necessitate more than one base thickness, depending upon local conditions. If this is correct, please indicate the station limits of the change sections involved. When this has been determined, please advise us of your recommended design and we will initiate the final design.

Very truly yours,

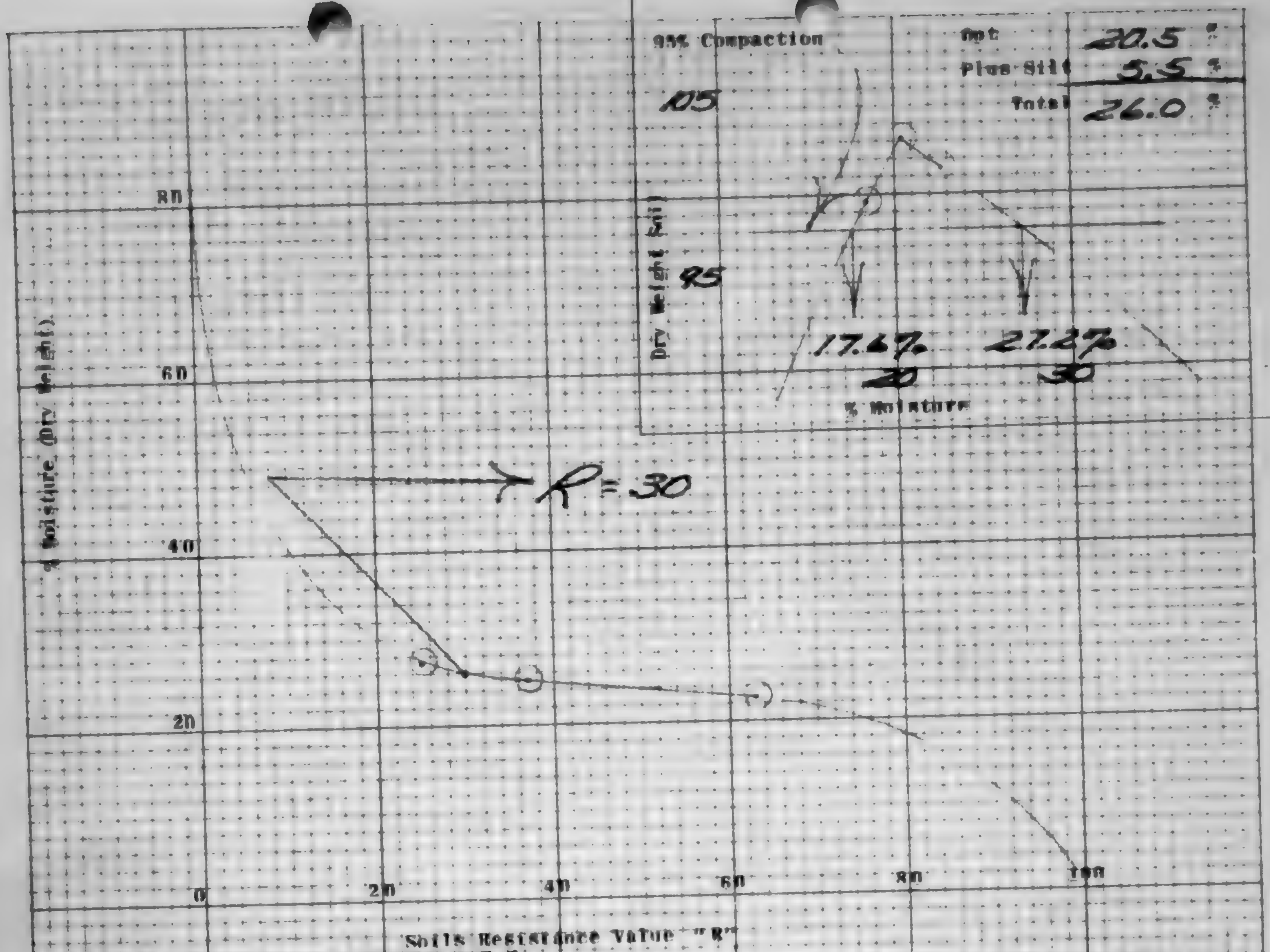
H. G. Smith
Construction Engineer

By Ray Webber
Ray Webber
Ass't. Construction Engineer

RW:of
Encls.
cc Resident Engineer
J. A. Larsen
County and City

RECEIVED
SEP 14 1955
CO[illegible] RELATIONS

PRINTED IN U.S.A. ON CLEARPRINT TECHNICAL PAPER NO 1000H
TECHNICHART
CLEARPRINT PAPER CO. NO. T3100. 10 DIVISIONS PER INCH BOTH WAYS 70 X 100 DIVISIONS



Opt 20.5 %
Plus Silt 5.5 %
Total 26.0 %

Data Sheet No. A 42384
Lab No. 573169
LL 29
PI 6
Pass 200 Screen 69.6 %
HYDROMETER ANALYSIS
Particles larger than
2.0 mm 4.9 %
Coarse Sand 7.9 %
Fine Sand 24.5 %
Silt 40.9 %
Clay 21.8 %
Sg 2.69
Natural Moisture %

Note

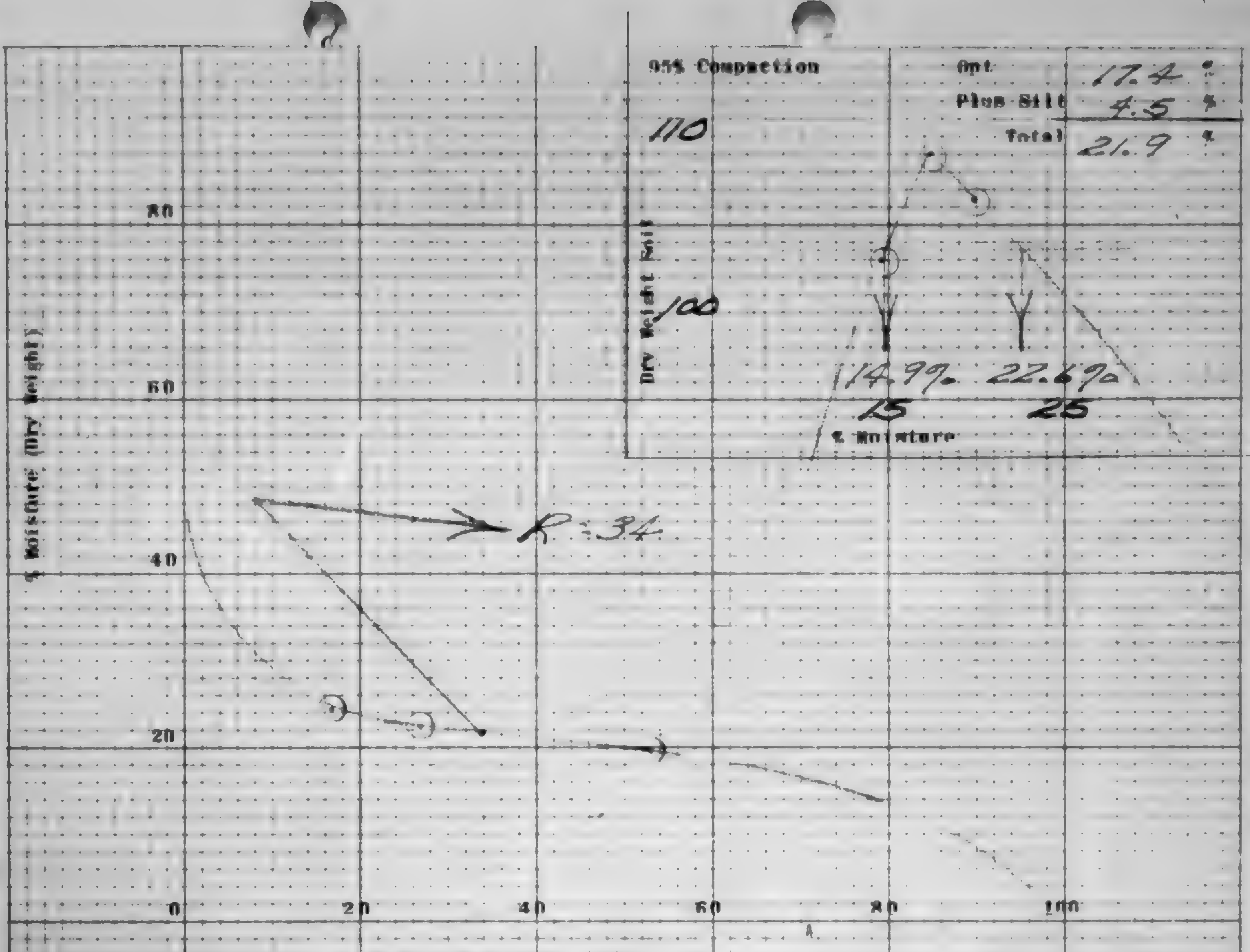
This curve indicates the recommended base and surfacing requirements for this particular soil after consideration of the moisture and grain size conditions. For design purposes, it will be necessary to consider the quantity of cut represented by this soil and the possible reduction of base thickness by the use of better soils if available, in the upper portions of the cuts and fills. If frost boils prevail in area, base depth should be 1/2 frost penetration.

Base & Wear M Traffic 11.0
Minus Rock Reduction
~~[illegible]~~
~~[illegible]~~
~~[illegible]~~
Total Base & Wear Crushed 11.0

OREGON STATE HIGHWAY DEPARTMENT
SOILS DIVISION

BASE DESIGN CHART

Section Oswego - Boones Ferry Rd.
Hwy. F.A.S. 680
Station M.P. .07, 17' Rt. of E.P.(Rd)
Depth 6" - 18"
Hole #
To be used Subgrade
Prefix No.
County Clackamas
Date 9-8-55
Designed by J



95% Compaction
Opt 17.4 %
Plus Silt 4.5 %
Total 21.9 %

Soils Resistance Value "R"

| | | | | |
|---|---|---|---|---|
| Data Sheet No. | A42385 | | | |
| Lab. No. | 373170 | Base & Wear M | Traffic | 11.0 " |
| LL | 27 | Minus Rock Reduction | | " |
| PI | 7 | | | " |
| Pass 200 Screen | 74.4% | ~~[illegible]~~ | | " |
| HYDROMETER ANALYSIS | | | | " |
| Particles larger than | | ~~[illegible]~~ | | |
| 2.0 mm | .3% | ~~[illegible]~~ | | B. " |
| Coarse Sand | 2.4% | Total Base & Wear Crushed | | 11.0 " |
| Fine Sand | 35.5% | | | |
| Silt | 35.4% | OREGON STATE HIGHWAY DEPARTMENT | | |
| Clay | 26.4% | SOILS DIVISION | | |
| Sg | 2.69 | BASE DESIGN CHART | | |
| Natural Moisture | % | Section Oswego - Boones Ferry Rd | | |
| Note | | Hwy F.A.S. 680 | | |

This curve indicates the recommended base and surfacing requirements for this particular soil after consideration of the moisture and grain size conditions. For design purposes, it will be necessary to consider the quantity of cut represented by this soil and the possible reduction of base thickness by the use of better soils if available in the upper portions of the cuts and fills. If frost soils prevail in area, base depth should be 1/2 frost penetration.

Station M.P. 0.56, 6' Lt. E.P. (PCC)
Depth 6" - 18"
Hole #
To be used Subgrade
Prefix No.
County Clackamas
Date 9-8-55
Designed by B

CLEARPRINT PAPER CO. NO 73190 10 DIVISIONS PER INCH BOTH WAYS 70 X 100 DIVISIONS PRINTED IN USA ON CLEARPRINT TECHNICAL PAPER NO 1000H

Form E-80—15M—3-54

C GON STATE HIGHWAY DEPARTM T

Materials Division

NO
Harold C.

# Laboratory Report

NOT
J. F. HA

| | | | |
|---|---|---|---|
| Project | Market Road, Oswego | Prefix No. | 37-1421 |
| Highway | FAS 680 | County | Clackamas |
| Contractor | | Contract No. | |
| Submitted by | J. A. Larson | F. A. Project No. | |
| | | Date reported | Sept. 7, 1955 |

## REPORT ON SAMPLE OF SOIL

| | | | |
|---|---|---|---|
| Source of material | | | |
| Sampled at | MP. .07, 17' Rt. of EP (Pac) | | |
| To be used | Depth 6" to 18" | | |
| Sampled by | Subgrade | Date received | Aug. 26, 1955 |
| Laboratory No. | J. A. Larson | Quantity represented | |
| Data Sheet No. | 373169 | Type of Material | Soil |
| | A-42384 | Sample No. | |

## TEST RESULTS

SOIL ANALYSIS:

| | | |
|---|---|---|
| LL | 29 | % |
| PI | 6 | % |
| FME | | % |
| SL | | % |
| R | | % |
| Cf | | % |
| LS | | % |

Classification—Group

Sp. Gr. (Le Chatelier) 2.69

Sand Equivalent %

SIEVE ANALYSIS:

| Ret. on | % Single Sieve |
|---|---|
| 4 | 4.8 |
| 10 | .1 |
| 40 | 3.4 |
| 60 | 4.4 |
| 200 | 18.7 |
| P200 | 69.6 |

DENSITY DETERMINATION:

| Dry Density, lbs./c. f. | % Moisture |
|---|---|
| 99.7 | 18.3 |
| 103.1 | 20.5 |
| 101.4 Lost Water | 22.7 |

TRIAXIAL SHEAR TEST:

| Sample | Remolded | ~~Undisturbed~~ | |
|---|---|---|---|
| % Compaction | 100 | 100 | 100 |
| % Moisture | 22.7 | 25.3 | 27.3 |
| Depth Ratio Z/R | .90 | 1.65 | 2.20 |
| Pavement Thickness, Z | 8 | 13 | 18 |
| Angle of Friction, ϕ ° | 22 | 9.5 | 5.5 |
| Cohesion, C psi | 7 | ~~[illegible]~~ 5 | 4.5 |
| R Value | 63 | 37 | 25 |
| Remarks: | | | |

HYDROMETER ANALYSIS:

| | Passing No. 10 | Total Sample |
|---|---|---|
| Particles larger than 2.0 mm. | % | 4.9 % |
| Coarse sand, 2.0 to 0.25 mm. | 8.2 % | 7.9 % |
| Fine sand, 0.25 to 0.05 mm. | 25.8 % | 24.5 % |
| Silt, 0.05 to 0.005 mm. | 43.0 % | 40.9 % |
| Clay, smaller than 0.005 mm. | 23.0 % | 21.8 % |
| Colloids, smaller than 0.001 mm. | % | % |

## RECOMMENDATIONS

Material as represented by this sample ............................ suitable for use.

TEST REPORT DISTRIBUTION:

- Bureau of Public Roads
- x Construction Engineer
- Maintenance Engineer
- Bridge Engineer
- Requisition Office
- x Division Engineer Skelton
- Resident Engineer
- Dist. Maint. Supt.
- Foreman
- x Files
- x R. Webber
- x Larson
- x County-City Relations

RECEIVED
SEP - 8 1955

J. F. HAGEMANN

State Printing 73707

Engineer of Materials

Form E-89—15M—3-54

OREGON STATE HIGHWAY DEPARTMENT

Materials Division

# Laboratory Report

| | | | |
|---|---|---|---|
| Project | Market Road, Oswego | Prefix No. | 37-1421 |
| Highway | FAS 680 | County | Clackamas |
| Contractor | Contract No. | F. A. Project No. | |
| Submitted by | J. A. Larson | Date reported | Sept. 7, 1955 |

## REPORT ON SAMPLE OF SOIL

| | | | |
|---|---|---|---|
| Source of material | MP. 0.56, 6' Lt. of EP (PCC) | | |
| Sampled at | Depth 6" to 18" | | |
| To be used | Subgrade | Date received | Aug. 26, 1955 |
| Sampled by | J. A. Larson | Quantity represented | |
| Laboratory No. | 373170 | Type of Material | Soil |
| Data Sheet No. | A-42385 | Sample No. | |

## TEST RESULTS

SOIL ANALYSIS:

| | |
|---|---|
| LL | 27 % |
| PI | 7 % |
| FME | % |
| SL | % |
| R | % |
| Cf | % |
| LS | % |

Classification—Group

Sp. Gr. (Le Chatelier) 2.69

Sand Equivalent %

SIEVE ANALYSIS:

| Ret. on | % Single Sieve |
|---|---|
| 4 | .2 |
| 10 | .1 |
| 40 | 1.2 |
| 60 | 1.2 |
| 200 | 22.9 |
| P200 | 74.4 |

DENSITY DETERMINATION:

| Dry Density, lbs./c. f. | % Moisture |
|---|---|
| 103.0 | 14.8 |
| 109.0 | 17.4 |
| 106.5 | 19.9 |

TRIAXIAL SHEAR TEST:

| Sample | Remolded | ~~Undisturbed~~ | |
|---|---|---|---|
| % Compaction | 100 | 100 | 100 |
| % Moisture | 19.9 | 22.3 | 24.2 |
| Depth Ratio Z/R | 1.15 | 2.10 | 2.85 |
| Pavement Thickness, Z | 9 | 17 | 23 |
| Angle of Friction, φ ° | 19.0 | 8.0 | 5.0 |
| Cohesion, C psi | 2.8 | 1.8 | 0.6 |
| R Value | 53 | 27 | 17 |
| Remarks: | | | |

HYDROMETER ANALYSIS:

| | Passing No. 10 | Total Sample |
|---|---|---|
| Particles larger than 2.0 mm. | % | .3 % |
| Coarse sand, 2.0 to 0.25 mm. | 2.4 % | 2.4 % |
| Fine sand, 0.25 to 0.05 mm. | 35.6 % | 35.5 % |
| Silt, 0.05 to 0.005 mm. | 35.5 % | 35.4 % |
| Clay, smaller than 0.005 mm. | 26.5 % | 26.4 % |
| Colloids, smaller than 0.001 mm. | % | % |

## RECOMMENDATIONS

Material as represented by this sample .................................. suitable for use.

TEST REPORT DISTRIBUTION:

Bureau of Public Roads
x Construction Engineer
Maintenance Engineer
Bridge Engineer
Requisition Office
x Division Engineer Skelton
Resident Engineer
Dist. Maint. Supt.
Foreman
x Files
x R. Webber
x Larson
x City-County Relations

Engineer of Materials

State Printing 73787

FORM 830—50M—2-55—82986

**OREGON STATE HIGHWAY DEPARTMENT**

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
August 1, 1955

NOTED
Harold C. A[illegible]

SUBJECT:

To:

Mr. J. W. Cattrall
County & City Relations Engineer
Office

NOTED
J. W. CATTRALL

NOTED
J. F. HAGEMANN

Dear Sir:

At the request of Mr. Vern Jones of your division, I inspected the Stafford Quarry, a Clackamas County quarry located 1.5 miles south of Stafford.

The quarry is currently being operated by the County. They are working a second, lower lift in well-broken basalt. The rock is weather stained and slightly altered on fracture surfaces, but is hard and sound inside. The dirt in the recently shot rock comes from the joint and fracture openings rather than from disintegration of the rock. The rock is being scalped and eventually comes to the stockpile as a clean, good looking material.

Very truly yours,

Lewis E. Scott
Lewis E. Scott
Chief Geologist

LES:of

cc to: H. G. Smith

RECEIVED
AUG 1 - 1955

Prepared Fas 680

4-3409 Megler Ferry Terminal. 1956

#4755

4-3409 Megler Ferry Terminal. 1956

#4755

RECEIVED
JAN 18 1957
FOR FILING
4-3409

OREGON STATE HIGHWAY DEPARTMENT
(date)
January 16, 1957

| | | |
|---|---|---|
| (CONTRACT NO.) 4755 | (EST. NO.) | (CONTRACTOR) |
| 4755 | 1 Final | General Construction Co. |

| | | | |
|---|---|---|---|
| (VOUCHER NO.) | (WARRANT NO.) | (AMOUNT) | (DATE) |
| 435 | H170524 | $ 14,875.00 | 1/16/57 |

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

F. Cole
ACCOUNTING DIVISION

---

Specified completion Date: 85 Workdays from 7-23-56

Time Extensions: None

Completion Date: Nov. 27, 1956

Date Accepted: Dec. 17, 1956

Penalties: None of record

Claims: None of record

Remarks:

---

Date: 1-17-57

To the Accounting Division:

Release of the above warrant is hereby authorized

H. B. Glaisyer
Secretary

Warrant Mailed: JAN 17 1957 JC

RECEIVED
JAN 3 - 1957
FOR FILING
4-3409
4755

January 3, 1957

CERTIFIED MAIL

General Casualty Company of America
Portland Service Office
209 S. W. Fourth Ave.
Portland 4, Oregon

Attention: Mr. G. H. Burnett

Dear Sir:

State Highway Contract No. 4755 covering Megler Ferry Terminal on the Oregon Coast Highway in Clatsop County was completed by the contractor, General Construction Company, on November 27, 1956 and was formally accepted by the Highway Commission on December 17, 1956.

Final payment in the amount of $14,875.00 will be released to the contractor on or after January 14, 1957. The total contract amount is $14,875.00 and no force account work was performed on the project.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

NOTED ON CARD

RECEIVED
AUG 14 1956
FOR FILING

4-1469

475

August 13, 1956

General Construction Company
4850 N. W. Front Ave.
Portland, Oregon

Gentlemen:

We enclose herewith for your files two fully executed copies of contracts awarded to you by the State Highway Commission, as follows:

Contract No. 4755, covering the Astoria-Megler Ferry Terminal on the Oregon Coast Highway in Clatsop County.

Contract No. 4770, for structure and grading on the N. E. 12th Avenue Undercrossing Section of the T. H. Banfield Expressway in Multnomah County.

We are also sending copies of these contracts to the surety on your performance bonds.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encls.

A

RECEIVED
JUL 16 1956
FOR FILING

4-3409

4755

July 16, 1956

General Construction Co.
P. O. Box 3860
Portland 8, Oregon

Gentlemen:

The State Highway Commission on July 12, 1956 awarded to you State Highway Contract No. 4755 for Megler Ferry Terminal Project in Clatsop County.

This award was based on your bid of $14,875 which was the low bid submitted to the Commission on that day for this project. Contract forms will be sent to you for execution within the next few days.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

mm

cc: Forrest Cooper
S. H. Probert
R. G. Savage, SIAC
P. M. Stephenson

10-1027 Garden Valley Road Interchange. 1956

#4756

RECEIVED
1957

10-1027

Files

OREGON STATE HIGHWAY DEPARTMENT
(date)
March 7, 1957

| (CONTRACT NO.) | (EST. NO.) | (CONTRACT**OR**) | |
|---|---|---|---|
| 4756<br>4756 | 5-Final | Ernest Ferrante & Co. | |
| **(VOUCHER NO.)** | **(WARRANT NO.)** | **(AMOUNT)** | **(DATE)** |
| 4946 | H-175285 | $ 672.42 | 3/7/57 |

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

Ruth Rawlings
ACCOUNTING DIVISION

Specified completion Date: 69 Workdays from 8-1-56

Time Extensions: None

Completion Date: Nov. 21, 1956

Date Accepted: Dec. 17, 1956

Penalties: None of record

Claims: None of record

Remarks:

Date: 3-8-57

To the Accounting Division:

Release of the above warrant is hereby authorized

H B Glaisyer
H. B. Glaisyer
Secretary

NOTED ON CARD
H

Warrant Mailed: MAR 11 1957

Ruth Rawlings

RECEIVED
FEB 29 1957
FOR FILING

[illegible]

4-1

February 27, 1957

CERTIFIED MAIL

The Fidelity & Casualty Company of New York
80 Maiden Lane
New York 8, N. Y.

Gentlemen:

State Highway Contract No. 4756 for roadside improvement on the Garden Valley Road Interchange, Deady-Shady Section of the Pacific Highway in Douglas County was completed by the contractor, Ernest Ferrante & Co., on November 21, 1956 and was fromally accepted by the Highway Commission on December 17,1956.

Final payment in the amount of $672.42 will be paid to the contractor on or after March 9, 1957. The total contract amount is $22,414.14 and no force account work was performed on the project.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Pallett, Fisher & Carlo, Inc.
U. S. National Bank Bldg.
Portland 4, Oregon

NOTED ON CARD

RECEIVED
JAN 16 1957
FOR FILING

[illegible]

47½

January 16, 1957

**CERTIFIED MAIL**

The Fidelity & Casualty Company of New York
80 Maiden Lane
New York 8, N. Y.

Gentlemen:

The State Highway Commission is prepared to release semi-final payment to Ernest Ferrante & Company in connection with contract No. 4756, for roadside improvement on Garden Valley Road Interchange, Deady-Shady Section of the Pacific Highway in Douglas County. This payment, in the amount of $3,140.21, will be released to the contractor on or after January 26, 1957. The retained percentage is $672.42.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Pallett,Fisher & Carlo,Inc.
U. S. National Bank Bldg.
Portland 4, Oregon

NOTED ON CARD

RECEIVED
JAN [illegible] 1957
FOR FILING

[illegible]

47[illegible]

January 16, 1957

**CERTIFIED MAIL**

The Fidelity & Casualty Company of New York
80 Maiden Lane
New York 8, N. Y.

Gentlemen:

The State Highway Commission is prepared to release semi-final payment to Ernest Ferrante & Company in connection with contract No. 4756, for roadside improvement on Garden Valley Road Interchange, Deady-Shady Section of the Pacific Highway in Douglas County. This payment, in the amount of $3,140.21, will be released to the contractor on or after January 26, 1957. The retained percentage is $672.42.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Pallett,Fisher & Carlo,Inc.
U. S. National Bank Bldg.
Portland 4, Oregon

NOTED ON CARD
gl

Form E-1—1024—6-56

A

10-1027

OREGON STATE HIGHWAY DEPARTMENT

# Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

| | | | |
|---|---|---|---|
| | | For Week Ending | November 23, 1956 |
| Section | Garden Valley Road Interchange (Deady-Shady) | Kind of work | Roadside Improvement |
| Highway | Pacific | Section prefix | ~~4756~~ 10-1027 |
| Contractor | Ernest Ferrante & Co. | Contract number | 4756 |
| Date of contract | July 12, 1956 | Date of completion | 69 workdays begin Aug. 1 1956 |
| Date work started | August 13, 1956 | Estimated date of completion | Nov. 21, 1956 |
| Project authorization | $ 25,803.23 | Per cent of time elapsed | 98.6 % |
| Exclusive of Engineering | $ 23,968.33 | | |

Estimated cost of completed project, exclusive of engineering $ 23,894.94

Estimated per cent overrun or underrun 0 %

Per cent of contract completed, based on total contract price 100% %

Engineering authorization $ 1834.90

Engineering cost to date $ 1528.00 83.3 %

Date project was completed November 21, 1956

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Contractor completed the replanting and cleanup of this project on Wednesday of this week.

Local maintenance forces have drained the sprinkling system and have marked the drain plugs.

Mr. Chandler was over this project on Tuesday of this week.

This will be the final weekly report for the project.

Noted
M. N. Juve

NOTED
L. H. Young

RECEIVED
OFFICE OF
CONSTRUCTION ENGINEER

Signed Gordon L. Spaulding

Address P.O. Box 551, Roseburg, Oregon

NOTED
V. D. WOLFE

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

State Printing 96633

| | Sprinkling System ~~GRADING~~ | Planting ~~SURFACING~~ | MAINTENANCE MATERIALS | OIL AND BITUMINOUS MACADAM | PAVING |
|---|---|---|---|---|---|
| Miles in project | | | | | |
| Miles partially completed | | | | | |
| Miles completed | | | | | |
| Total estimated quantities (contract) | 7820 ft. | 15,000 Plants | | | |
| Total quantities corrected to date | 7418 | 14,000 | | | |
| Estimated quantities moved or placed to date | " | " | | | |
| Average daily quantities | 0 | 0 | | | |
| Average daily quantities necessary to complete project on time | 0 | 0 | | | |
| Number shifts per day 2 days | 0 | 1 | | | |
| Hours per shift 2 days | | 8 | | | |
| Average force on project for week 2 days | | 2 | | | |

Men 2 Laborers

Supervision 1 Foreman

Men and trucks under 3 tons

Men and trucks over 3 tons

Men and tractors

Equipment used during week: Shovels .........., Power graders .........., Rollers .........., Mixers .........., Crushing or screening plants ..........

Compressors .........., Bulldozers .........., Compaction rollers .........., . . . . .........., . . . . .........., . . . . ..........

| | WEATHER | HRS. DELAY | CAUSE OF DELAY |
|---|---|---|---|
| Sunday | Fair | | |
| Monday | " | | |
| Tuesday | " | | |
| Wednesday | " | | |
| Thursday | " | | |
| Friday | " | | |
| Saturday | | | |

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AUG 14 1956
FOR FILING

m-1.27

4756

August 13, 1956

Ernest Ferrante & Co.
3908 S. E. Bybee Ave.
Portland, Oregon

Gentlemen:

We enclose herewith for your files a fully executed copy of contract No. 4756, which was awarded to you by the State Highway Commission, for roadside improvement on Garden Valley Road Interchange, Deady-Shady Section of the Pacific Highway in Douglas County.

We are also sending a copy of this contract to the surety on your performance bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encl.

RECEIVED
JUL 16 1956
FOR FILING

10-1027
[illegible]

July 16, 1956

Ernest Ferrante & Co.
3900 S. E. Bybee Blvd.
Portland 2, Oregon

Gentlemen:

The State Highway Commission on July 12, 1956 awarded to you State Highway Contract No. 4756 for roadside improvement on the Garden Valley Road Interchange, Deady-Shady Section of the Pacific Highway, near Roseburg in Douglas County.

This award was based on your bid of $22,236.20 which was the low bid submitted to the Commission on that day for this project. Contract forms will be sent to you for execution within the next few days.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

mm

cc: Forrest Cooper
S. H. Probert
R. G. Savage, SIAC
Mark Astrup

14-1602 Ruthton Hill Section of the Columbia River Highway. 1956

#4757

RECEIVED
OCT 30 1957
FOR FILING

FORM 230—30M—8-57—1476

4151

**OREGON STATE HIGHWAY DEPARTMENT**

**INTER-DEPARTMENT CORRESPONDENCE**

Salem, Oregon
October 28th, 1957

**SUBJECT:**

**To:** Mr. Forrest Cooper
Deputy State Highway Engineer
Office

Reply is made to your letter of September 17th referring to Price Agreement No. 2 on the Ruthton Hill Section, Columbia River Highway.

An investigation has been made of the points brought up in your letter, namely that changes of considerable magnitude were made in the field without meeting of the minds and without execution of proper agreements to protect against later claims. Investigation reveals that the changes were rather of a permissive nature instituted by discussions between the contractor and Resident Engineer Benedict. No proper attention was paid to the fact that the changes permitted would result in a large underrun and leave us subject to the claim which followed.

Proper discussion has been had with the field forces and it is my belief and recommendation that the price agreement was properly approved and the job concluded without the necessity of a lawsuit.

Tom Edwards
Tom Edwards
Construction Engineer

TE:AR

NOTED
FORREST COOPER

RECEIVED
OCT 29 1957
OFFICE OF
STATE HIGHWAY ENGINEER

Salem, Oregon
October 18, 1957

Ruthton Hill Section
Columbia River Highway
Contract No. 4757

Mr. Tom Edwards
Construction Engineer
Department

May I have a reply to my letter of September 17, which referred to Price Agreement No. 2 on the Ruthton Hill Section of the Columbia River Highway in Columbia County?

Forrest Cooper
Deputy State Highway Engineer

FC:me

RECEIVED
OCT 3 1957
FOR FILING
4777

Salem, Oregon
September 17, 1957

Price Agreement No. 2
Ruthton Hill Section
Columbia River Highway

Mr. Tom Edwards
Construction Engineer
Department

I am approving your Price Agreement No. 2 on Contract No. 4757, Ruthton Hill Section of the Columbia River Highway, Kelley Construction Company, contractor, in an amount of $2,580.38.

I have gone over the explanation given in your letter, and on that basis the adjustment would appear to be in order. I am, however, completely at a loss to understand how we got into such a position with the contractor on this job. The project was set up and certain information received from the field, and, for some reason that I have not been able to discern, there were apparently changes of considerable magnitude instituted in the field. There was no attempt to arrive at a meeting of minds with the contractor. This, of course, led to additional work for personnel in the Salem office and is, incidentally, not the way to handle matters of this kind. Will you please give me an explanation.

Forrest Cooper
Deputy State Highway Engineer

FC:me

RECEIVED
JUL 24 1957
FOR FILING

4797

Salem, Oregon
July 23, 1957

Ruthton Hill Section
Columbia River Highway
Contract No. 4797

Mr. Tom Edwards
Construction Engineer
Department

I believe you are, in at least a remote way, familiar with the fact that we have a claim by the Jim Kelley Construction Company in connection with the Ruthton Hill job on US30 just westerly of Hood River.

On July 2 we directed a letter to M. D. Van Valkenburgh, attorney for the Jim Kelley Construction Company, which you prepared and which requested additional information. This has now been handed to us in the form of what appears to be some rental bills. No comments are made by Attorney Van Valkenburgh.

As we seem to be rapidly going around into a circle on this thing, please assign someone to dig into this matter, analyze the claim, contact the proper parties (Kelley and/or Van Valkenburgh), and give me a recommendation. Should it appear that the matter will drag for a considerable period of time, I suggest that some communication be addressed to Mr. Van Valkenburgh so that he will know what is going on; otherwise we may wake up with a lawsuit in our laps.

Forrest Cooper
Deputy State Highway Engineer

FC:me

Encl.

To Whom it May Concern:

Please find attached a cost analysis on the Ruthton Hill Slide Correction job.

This cost analysis is computed on A G A monthly rates on equipment rental. All equipment is listed below A G A rates.

Very truly yours,

JIM KELLEY CONSTRUCTION CO.

JAMES E. KELLEY

JEK:jr

## JIM KELLEY CONSTRUCTION CO.

## COST ANALYSIS

## HUTHTON HILL SLIDE CORRECTION

| | | | |
|---|---|---|---|
| **Labor:** | | | |
| Payroll | | 5,077.01 | |
| Payroll Taxes | SS 2.0 | | |
| | SIAC 3.75 | | |
| | SUC 2.7 | | |
| | FUC .003 | | |
| | 8.453 X 5,077.01 | 429.16 | |
| | | 5,506.17 | |
| Less: State Reimbursement for portion of Flaman payroll | | 531.60 | |
| Total Labor | | | 4,974.57 |
| **Equipment Rental:** | | | |
| Elton Construction Co. | | 824.32 | |
| Merle Henkle | | 27.60 | |
| Carl Linebarger | | 500.00 | |
| Total Equipment Rental | | | 1,351.92 |
| **Equipment:** | | | |
| Grease Truck & Tool Storage | (Rental Basis) | 450.00 | |
| Air Compressor | (Rental Basis) | 750.00 | |
| Air Hammers | (Rental Basis) | 240.00 | |
| 2 D-8 Cats | (Rental Basis | 4,800.00 | |
| Total Equipment | | | 6,240.00 |
| **Supplies & Operating Expense:** | | | |
| Air Hose | | 100.00 | |
| Pickup Travel | | 150.00 | |
| Drill Steel and Bits | | 237.00 | |
| Powder and Caps | | 192.50 | |
| Metal Covered Container for powder Storage (built for job) | | 87.00 | |
| Fuel, Grease, Dozer Cable for D-8 Cats | | 480.00 | |
| Bars for sloping | | 80.00 | |
| Ropes, Belts and Hammers | | 150.00 | |
| Hauling Equipment to and from job | | 279.29 | |
| Supervision and general overhead expenses | | 1,000.00 | |
| Total Supplies & Operating Expense | | | 2,755.79 |
| **TOTAL COST** | | | 15,322.28 |

RECEIVED
OCT 15 1957
FOR FILING

OREGON STATE HIGHWAY DEPARTMENT
(date)
October 10, 1957

| | | | |
|---|---|---|---|
| 14-1602<br>(CONTRACT NO.) | (EST. NO.) | (CONTRACTOR) | |
| 4757 | 5 Post Final | Kelley Construction Company | |
| (VOUCHER NO.) | (WARRANT NO.) | (AMOUNT) | (DATE) |
| 23057 | H193690 | $ 2,580.38 | Oct. 10, 1957 |

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

Gertrude Chapweske
ACCOUNTING DIVISION

---

Specified completion Date: 21 workdays from Aug. 1, 1956

Time Extensions: None

Completion Date: Sept. 17, 1956

Date Accepted: Nov. 6, 1956

Penalties: None of record

Claims: None of record

Remarks:

---

Date: Oct. 11, 1957

To the Accounting Division:

Release of the above warrant is hereby authorized

H B Glaisyer
H. B. Glaisyer
Secretary

Warrant Mailed:
OCT 11 1957
GC.

NOTED ON CARD
~~CW~~

RECEIVED
OCT 2 1957
FOR FILING

[illegible]

4757

Oct. 2, 1957

CERTIFIED MAIL

Maryland Casualty Company
Baltimore 3
Maryland

Gentlemen:

You are hereby notified that a post-final payment will be made to Kelley Construction Company on Contract No. 4757, for slide correction on the Ruthton Hill Section of the Columbia River Highway in Hood River County. This payment will be made as soon as the warrant is prepared.

The total amount paid the contractor in connection with this contract will be $12,754.16, including the post-final payment of $2,580.38. Of the total, $533.80 is for force account work.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

es
cc: Maryland Casualty Co.
P. E. Fowler, Agent
Equitable Bldg.
Portland, Oregon

NOTED ON CARD
em

RECEIVED
SEP 19 1957
FOR FILING

[illegible]

2157

File

**OREGON STATE HIGHWAY DEPARTMENT**
**INTER-DEPARTMENT CORRESPONDENCE**

Salem, Oregon
September 10th, 1957

**SUBJECT:**

To: Mr. Forrest Cooper
Deputy State Highway Engineer
Office

Attached find a price agreement covering final settlement by the Kelley Construction Co. on the Rushton Hill Slide correction, Contract #4757. The allowances and basis for settlement are explained as follows:

Item 2 - Adjustment of Rate for Tractor and Dozer: As shown by the attached cost analysis, this item was bid at $15.00 and cost the contractor, due to down time, delays etc., $24.25 per hour. An adjustment of $2.00 per hour is recommended.

Item 3 - Adjustment of Rate for Air Compressor: This item was originally bid at an anticipated amount of 80 hours but was only actually used 40 hours. Recommended adjustment is at the rate of $2.00 per hour.

Item 4 - Adjustment of Rate for Jackhammers: These were originally bid on the basis of 80 hours and were actually only used 38 hours. Due to the reduction in hours, a loss was sustained for the reason that the incidentals, such as hose, steel etc., were not amortized on the reduced hours.

Item 6 - Allowance for Construction of Powder House: The contract under this item intended the use of 1,500 pounds of explosives. In actuality only 550 pounds were used. The State required, through its Accident Inspection Division, a metal covered powder house, which the contractor constructed at a cost of $87.00. It is recommended that this amount be paid and it has been adjusted by the allowance of an additional $0.16 per pound for explosives totalling $88.00.

Item 9 - Allowance for Unanticipated Preparation for Rubble Masonry: The contract was prepared and the job shown on the assumption that rocks to be scaled from the cliff above the slide would roll down onto the old road and stop at the elevation at which the rubble masonry was to be constructed. The material was too large when scaled and could not be used in the masonry wall. The contractor was then ordered to secure his material from the Koberg quarry. This required additional scaling of the material from the quarry faces and a great added expense as follows:

(a) Cat rental in selecting and sorting material - $412.16. This is 50% of the actual payment the contractor made for use of a D-4 Traxcavator for sorting, loading and later placing the material.

(b) Labor (3 men for one week) estimated at $31[illegible].00.

(c) Hauling material from the Koberg quarry to the Hutton Hill slide - $379.22. This is the residue of the contractor's hauling bill after deduction of hauling a portion of some base preparation material which was paid for under price agreement.

(d) Cat rental to prepare access road: As noted above, the original plans presupposed that the material for the riprap would be in place at the old roadbed level at the elevation the rubble was to be placed. Securing the material from the Koberg quarry required the preparation of a hauling road from the existing highway level up to the old road bench and the dragging of material up this road which was quite steep. It was estimated that this required 48 hours of cat time at $17.00 per hour, which has been paid.

I recommend your approval of this settlement. This leaves the contractor with a loss of approximately $1,476.00 as per our cost keepers, or $2,750.00 as per his own figures.

Tom Edwards
Construction Engineer

TE:AR
Enc.

OREGON STATE HIGHWAY DEPARTMENT
COLUMNAR TABULATION SHEET

SHEET ______ OF ______ SHEETS

Clair Kelley Const. Co.

Ruthton Hill Section. Slide Correction Columbia River Hwy.

Contract # 4757 [illegible]

| Item | Quantity | Unit | Unit Bid | Unit Cost | Total Cost | Gross Revenue |
|---|---|---|---|---|---|---|
| Drainage excav. & replace. | 47.9 | c.y. | $ 2.50 | 1.60 | 76.65 | $ 119.75 |
| Tractor and dozer | 205 | hr | 15.00 | 24.25 | 4970.39 | 3075.00 |
| Air compressor | 40 | hr | 10.00 | 12.51 | 500.56 | 400.00 |
| Jackhammer | 38 | hr | 3.00 | 11.06 | 420.21 | 114.00 |
| Slopers | 286 | hr | 4.68 | 4.60 | 1314.97 | 1,338.48 |
| Explosives | 550 | lb. | .70 | 1.24 | 680.59 | 385.00 |
| 12" Corr. metal pipe | 80 | l.f. | 4.00 | 4.40 | 352.27 | 320.00 |
| 6" half-circle corr. metal pipe | 370 | l.f. | 3.00 | 2.20 | 816.09 | 1110.00 |
| Dry rubble masonry | 79.9 | c.y. | 32.50 | 57.15 | 4566.00 | 2,596.75 |
| Sp'l Haul & place pit run rock base | 90.5 | c.y. | 2.00 | 1.64 | 148.38 | 181.00 |
| Force Account (Flagging) | | | | | 384.17 | 533.80 |
| | | | | | $ 14230.28 | $ 10173.78 |

Total Cost 14230.28

Gross Revenue 10173.78

Net loss $ 4056.50

Net loss equals 39.87% of the gross revenue

Form 2-49 [illegible]

OREGON STATE HIGHWAY
DEPARTMENT
COLUMNAR TABULATION SHEET

SHEET ___ OF ___ SHTS.

Detail of Costs

| | | |
|---|---|---|
| **Labor** | | |
| Labor & Supervision | $5423.79 | |
| Labor Insurance | 305.85 | |
| Health & Welfare | 176.60 | |
| | | $5,906.24 |
| **Materials** | | |
| 18" C.M.P. [illegible] 80' @ $3.74 ([illegible] needed) | 302.26 | |
| 18" [illegible] C.M.P. 370' @ $1.80 | 666.00 | |
| | | 968.26 |
| **Equipment Rental & Misc Supplies** | | |
| Equipment rental owned | 4118.81 | |
| " " Hired | 1356.92 | |
| Gas, Oil, Grease | 158.70 | |
| Explosives | 192.50 | |
| Freight & Drayage | 139.65 | |
| P.L.&P.D. Insurance | 202.60 | |
| Bond | 110.00 | |
| Small Tools & Misc supplies | 326.60 | |
| Home Office & General Overhead | 750.00 | |
| | | 7355.78 |
| | | $14,230.28 |

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JUL 2 1957
FOR FILING

[illegible]

4757

July 2, 1957

Mr. M. D. Van Valkenburgh
U. S. National Bank Building
The Dalles, Oregon

Dear Mr. Van Valkenburgh:

Ruthton Hill Section
Columbia River Highway
Contract No. 4757

With reference to your letter of claim of June 12 in behalf of the Kelley Construction Company, which was the contractor on the Ruthton Hill Section of the Columbia River Highway, Contract No. 4757, I wish to advise that on the basis of information set forth in your letter we cannot arrive at any conclusions as to the justice of the claim. Loss of anticipated profit on a highway job is not a compensable item under the terms of the contract entered into by the Kelley Construction Company. This is clearly set forth in Item 1.9.9 "Payment for Omitted Items" in our General Provisions. On this job there were nine bid items, five of which underran the contract amounts.

It is requested that you be more specific as to the items on which claim is made and furnish supporting data in the way of payrolls, equipment costs, and so forth. Upon receipt of a bill of particulars from you, we will analyze the claim, after which we will communicate with you.

Very truly yours,

W. C. Williams
State Highway Engineer

cc Mr. Forrest Cooper
-Mr. Tom Edwards
Mr. Maurice H. Juve

LHY:jc hi

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FOR FILING

4757

June 24, 1957

Mr. H. D. Van Valkenburgh
U. S. National Bank Building
The Dalles, Oregon

Dear Sir:

This will acknowledge your letter of June 12 which refers to Contract No. 4757, Kelley Construction Company, Ruthton Hill Section, Columbia River Highway. Your original letter was addressed to Mr. Webber, with a copy to the State Highway Department at Salem, Oregon.

This is to advise that the matter that you bring up will be investigated. After reports are received in this office, we will communicate with you further.

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

FC:me

cc Mr. Tom Edwards

FORM E30—50M—2-57—1476

# OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Bend, Oregon
June 21, 1957

SUBJECT: Ruthton Hill Slide Correction
Contract No. 4757

To: Mr. Tom Edwards
Construction Engineer
State Highway Department
Salem, Oregon

Enclosed find letter from M. P. Van Valkenburg, an attorney in The Dalles, Oregon, who is claiming extra compensation for anticipated profits on the Ruthton Hill Slide Correction contract done by the Kelley Construction Company, under Contract No. 4757, and completed September 26, 1956.

I note in the semi-final estimate that the major under-run on this contract was dry rubble wall, which was estimated at 200 cubic yards, with the final estimate being 80 cubic yards.

I have never received a cost report on this project, and an inquiry to the Cost Account Department by teletype has not been answered.

I am sure that an examination of a cost report on this contract will show a loss by the contractor, whereby his lower final amount could have been a saving to him instead of a loss.

DEAN SWIFT
Division Engineer

DS:me
Encl.

CONSTRUCTION DIVISION
RECEIVED
JUN 24 1957
NOTED-- ☐ ☐ ☐ ☐ ☐
CE ACE ACE COE

Salem, Oregon
June 21, 1957

Contract No. 4757
Ruthton Hill Section
Columbia River Highway

Mr. Tom Edwards
Construction Engineer
Department

I am handing you herewith a copy of a letter from M. D. Van Valkenburgh which refers to Contract No. 4757, Ruthton Hill Section of the Columbia River Highway, Kelley Construction Company, contractor. The letter, although somewhat oddly written, refers to some purported claim in connection with the above job. No specific amount is requested. The letter was mailed in an envelope with a return address to Donald E. Heisler, Attorney at Law, The Dalles. I suppose that Mr. Van Valkenburgh is an associate of Mr. Heisler.

As the original letter was addressed to Mr. Loren A. Webber, our Resident Engineer, I wish you would get the necessary information and analyze the original and final pay quantities on this job and give me a recommendation, with a suggested draft of a letter to the attorney.

Forrest Cooper
Deputy State Highway Engineer

FC:me

Encl.

June 12
1 9 5 7

Mr. Loren A. Webber
Oregon State Highway Department
District Office
Hood River, Oregon

Re: Contract No. 4757
Kelley Construction Co.
Ruthton Hill Section of
The Columbia River Highway

Dear Mr. Webber:

I have previously discussed the above matter with Mr. W. D. Glenn, the engineer at The Dalles, and had correspondence with the Salem office. Essentially I wish to present a formal claim for extra compensation for contract on the Ruthton Hill Section of the Columbia River Highway by J. H. Kelley.

This contract was such that the work actually done was materially less than that called for in the original contract. Consequently Mr. Kelley has suffered damages.

The total original contract price for the job was $13,658.08. The actual work allowed at the unit prices specified amounted to a total of $10,173.78 of which $533.80 was an additional pay item separate from the original contract. Mr. Kelley was damaged by the measure of profit lost in the sum of $2,191.00. It is my belief he is entitled to a substantial portion of this amount. Please advise me as to what department the work sheets should be submitted for further negotiation.

Yours truly,

M. D. Van Valkenburgh

MDVV:vfp
cc: Oregon State Highway Dept.
Salem, Oregon

Mr. W.D.Glenn
Mr. Leslie Hampton

Cy. 65-475
The Dalles - Cre

RECEIVED
JUN 13 1957
OREGON
STATE HIGHWAY COMMISSION

Donald E. Heisler
Attorney at Law
U. S. National Bank Building
The Dalles, Oregon

THE DALLES
JUN 12
1957
4 PM
OREG.

Oregon State Highway Department
Salem, Oregon

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STATE HIGHWAY DEPARTMENT
(date)
December 13, 1956

.) (CONTRACTOR)

1 Kelley Construction Co.

O.) (AMOUNT) (DATE)

$ 500.00 12/13/56

the final estimate of the above described
Accounting Division until advised by you

Ruth Rawlings
ACCOUNTING DIVISION

Aug. 1, 1956

Remarks:

Date: 12-14-56

To the Accounting Division:

Release of the above warrant is hereby authorized

H. B. Glaisyer
Secretary

NOTED ON CARD

Warrant Mailed: DEC 14 1956

Ruth Rawlings

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DEC 11 1956
FOR FILING

14-1602

A

# OREGON STATE HIGHWAY DEPARTMENT

(date)
December 13, 1956

| | | |
|---|---|---|
| (CONTRACT NO.) 4757 | (EST. NO.) | (CONTRACTOR) |
| 4757 | 4-Final | Kelley Construction Co. |

| | | | |
|---|---|---|---|
| (VOUCHER NO.) | (WARRANT NO.) | (AMOUNT) | (DATE) |
| 2[illegible]467 | H-167994 | $ 500.00 | 12/13/56 |

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

Ruth Rawlings
ACCOUNTING DIVISION

---

Specified completion Date: 21 Workdays from Aug. 1, 1956

Time Extensions: None

Completion Date: Sept. 17, 1956

Date Accepted: Nov. 8, 1956

Penalties: None of record

Claims: None of record

Remarks:

---

Date: 12-14-56

To the Accounting Division:

Release of the above warrant is hereby authorized

H B Glaisyer
H. B. Glaisyer
Secretary

NOTED ON CARD

Warrant Mailed: DEC 14 1956

Ruth Rawlings

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14- [illegible]

4757

December 4, 1956

CERTIFIED MAIL

Maryland Casualty Co.
Baltimore 3
Maryland

Gentlemen:

State Highway Contract No. 4757 for slide correction on the Ruthton Hill Section of the Columbia River Highway in Hood River County was completed by the contractor, Kelley Construction Co., on September 17, 1956 and was formally accepted by the Highway Commission on November 8, 1956.

Final payment in the amount of $500.00 will be released to the contractor on or after December 14, 1956. The total contract amount is $10,173.78, of which amount $533.80 represents force account items.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Maryland Casualty Co.
P. E. Fowler, Agent
Equitable Bldg.
Portland, Oregon

NOTED ON CARD

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OCT 22 1956
FOR FILING

11-1602

4757

October 22, 1956

CERTIFIED MAIL

Maryland Casualty Company
Baltimore 3, Maryland

Gentlemen:

The State Highway Commission is prepared to release semi-final payment to Kelley Construction Company in connection with contract No. 4757, for slide correction on the Ruthton Hill Section of the Columbia River Highway in Hood River County. This payment, in the amount of $1,389.30, will be released to the contractor on or after November 1, 1956. The retained percentage is $500.00.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Maryland Casualty Co.
P. E. Fowler, Agent
Equitable Bldg.
Portland, Oregon

NOTED ON CARD

gl

Form E-1—10M—10-55

EGON STATE HIGHWAY DEPART NT

# Field Engineer's Weekly Report

14-1602

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending Sept. 22, 1956, 19

Section Ruthton Hill

Highway Columbia River

Contractor Kelley Construction Co.

Date of contract July 12, 1956, 19

Date work started July 25, 1956, 19

Project authorization $ 16,546.59

Exclusive of Engineering $ 15,360.94

Kind of work Slide Correction

Section prefix 14-1602

Contract number 4757

Date of completion 21 Workdays beginning August 1,1956

Estimated date of completion , 19

Per cent of time elapsed 100 %

Estimated cost of completed project, exclusive of engineering $ 11,220

Estimated per cent overrun or underrun - 27 %

Per cent of contract completed, based on total contract price 73 %

Engineering authorization 1,176.65

Engineering cost to date $ 1,086, 92 %

Date project was completed Sept. 17, 19

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Contractor completed installation of 18 inch half-circle culvert pipe Monday 17.

FINAL REPORT

NOTED
[illegible]

Noted
M. N. Juve

NOTED
L. H. Young

NOTED
V. D. WOLFE

NOTED
D. J. [illegible]

RECEIVED

Signed M D Glenn M.D. Glenn

Address Resident Engineer, The Dalles

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

State Printing 09712

|  | GRADING<br>Slide Correction | SURFACING | MAINTENANCE MATERIALS | OIL AND BITUMINOUS MACADAM | PAVING |
|---|---|---|---|---|---|
| Miles in project |  |  |  |  |  |
| Miles partially completed |  |  |  |  |  |
| Miles completed |  |  |  |  |  |
| Total estimated quantities (contract) |  |  |  |  |  |
| Total quantities corrected to date |  |  |  |  |  |
| Estimated quantities moved or placed to date |  |  |  |  |  |
| Average daily quantities |  |  |  |  |  |
| Average daily quantities necessary to complete project on time |  |  |  |  |  |
| Number shifts per day | 1 |  |  |  |  |
| Hours per shift | 8 |  |  |  |  |
| Average force on project for week | 2 |  |  |  |  |

Men

Supervision

Men and trucks under 3 tons

Men and trucks over 3 tons

Men and tractors

Equipment used during week: Shovels .........., Power graders .........., Rollers.........., Mixers .........., Crushing or screening plants ..........

Compressors .........., Bulldozers .........., Compaction rollers .........., . . . . .........., . . . . .........., . . . . ..........

|  | WEATHER | HRS. DELAY | CAUSE OF DELAY |
|---|---|---|---|
| Sunday | Fair |  |  |
| Monday | Fair |  |  |
| Tuesday |  |  |  |
| Wednesday |  |  |  |
| Thursday |  |  |  |
| Friday |  |  |  |
| Saturday |  |  |  |

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FOR FILING

14-1662

4757

August 8, 1956

Kelley Const. Co.
2020 East 14th St.
The Dalles, Oregon

Gentlemen:

We enclose herewith for your files a fully executed copy of contract No. 4757, which was awarded to you by the State Highway Commission on July 12, for slide correction on the Ruthton Hill Section of the Columbia River Highway in Hood River County.

We are also sending a copy of this contract to the surety on your performance bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encl.

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FOR FILING

| |
|---|
| 14-1602 |
| |
| 4757 |

July 16, 1956

Kelley Construction Company
2020 East 14th Street
The Dalles, Oregon

Gentlemen:

The State Highway Commission on July 12, 1956, awarded to you State Highway Contract No. 4757 for slide correction, Ruthton Hill Section of the Columbia River Highway in Hood River County.

This award was based on your bid of $13,658.08 which was the low bid submitted to the Commission on that day for this project. Contract forms will be sent to you for execution within the next few days.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

PP
cc: Messrs. Forrest Cooper
S. H. Probert
R. G. Savage, SIAC

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JUN 13 1956
FOR FILING

14-1602

1757

**OREGON STATE HIGHWAY DEPARTMENT**

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
June 11, 1956

SUBJECT: Slide Correction
Ruthton Hill Section
Columbia River Highway

To: Mr. S. H. Probert
Office Engineer

Office

NOTED
W. C. WILLIAMS

On June 4th you were handed copies of specifications as submitted from the field for slide correction on the subject-named job. It is desired that these specifications be modified with reference to the provision for traffic, as follows:

> Traffic will not be detoured over the Washington side.
>
> Work shall be carried on in such a manner so that holdup for traffic shall not exceed 30 minutes at any time.

L. H. Young
L. H. Young
Ass't Construction Engineer

LHY:ep

cc - W. C. Williams
Frank Hall
V. G. ONeil
Dean Swift

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1 3 1956
OFFICE OF
STATE ENGINEER

RECEIVED
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FOR FILING
Const
Stabilization

April 24, 1956

Oregon State Highway Commission

Gentlemen:

On or about April 14 a rock slide occurred on the Ruthton grade, approximately two miles west of Hood River, on US30. Large columns of basalt fell from the face of the cliff above the highway. Traffic was detoured to the Washington side from Hood River to Cascade Locks.

On April 18 Mr. Collier made an inspection of the slide with Maintenance Superintendent Sawyer. Mr. Collier reports that, after the removal of the slide, there was a dangerous overhang and a number of loose, large rock along the upper edge and in the face of the slide. A 24-hour watchman's service has been maintained.

To eliminate the potential hazards and make this area safe for the future, it is recommended that we do some resloping and scale the overhanging loose rock, restore the guard fence, and with some other incidentals, be performed as a contract project, estimated to cost $13,000, as a minor betterment project.

Very truly yours,

R. H. Baldock
State Highway Engineer

WWS:er fn

FORM E-30X---37,500---2 55---62987

# OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
April 20, 1956

**SUBJECT:** Slide - Ruthton Grade,
Columbia River Highway,
2 Miles West Hood River

To:

W. W. Stiffler
Assistant State Highway Engineer

OFFICE

About a week ago a rock slide occurred on Ruthton Grade completely blocking the highway. Large columns of basalt fell from the face of the cliff above the road. Fortunately, this material could be bulldozed directly across the road, and Mr. Sawyer also hired a large tractor with bulldozer. Traffic was detoured to the Washington side from Hood River to Cascade Locks.

On April 18th I inspected the site with Sawyer and climbed up above the slide. At this place the new grade is cut down about 20 feet below the old Ruthton Grade and set over a little over to the north so that a part of the old Ruthton Grade forms a terrace.

There has always been a lot of water coming out of the Ruthton cut. During construction a year ago a large rock slide occurred and was removed by the contractor. Immediately west of this, Station 1047+50 to 1046+50, is where last week's slide occurred.

Above the old grade there is an 8-foot strata of brick-colored shale or ash, and above that 100 feet of columnar basalt. The country then flattens off, and then 400 feet south there is a good sized creek running easterly nearly parallel with the cut. I think water from this stream is percolating down into the basalt and out into the Ruthton Grade.

The recent slide left an overhang and a number of large, loose rock along the upper edge and in the face of the slide. A 24-hour watchman service has been maintained, but there is too much danger in the present condition.

I recommend that a job be worked up in Division IV office to provide for the following work: (as a Minor Betterment job) Estimated Cost ✓13,000

(1) Re-slope the rock face, using down holes from the top to remove the overhang.

(2) Scale this cut for about 300 or 400 feet to remove dangerous loose boulders.

WWS File

(3) Construct a rock slope on the terrace of the old road reaching up high enough to stop weathering of the 8-foot layer of brick-colored material.

(4) Maintain water service for motor courts during this operation and place the water system in safe condition when the job is finished.

(5) Place an 18-inch culvert across the highway and a half-round pipe down the slope at a point 200 feet east of the existing culvert.

(6) Restore the guard fence.

(7) All excavated rock and material can be shoved across the road with bulldozers. Some of the material Sawyer removed has rolled out into a field or pasture, and more of it will roll out during this operation. The last item in this job should be the removal of all of this material from private property and placing it on our right of way at the foot of the slope.

I talked with Mr. Swift about this plan to have outside parties do the work, and it meets with his approval. The State would be protected by bond, and we would hope to get skilled scalers. I do not think the contractor would have to use a shovel but could clean up the excavation with a bulldozer.

Careful shooting will be required because there are some houses not too far from the top of the cliff and the Meredith Motel is located some 400 or 500 feet east.

E. A. Collier
Maintenance Engineer

EAC:jse

CC: Dean Swift
J. S. Sawyer

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APR 20 1956
OFFICE OF
STATE HIGHWAY ENGINEER

(3) Construct a rock slope on the terrace of the old road reaching up high enough to stop weathering of the 8-foot layer of brick-colored material.

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E. A. Collier
Maintenance Engineer

EAC:jse

CC: Dean Swift
J. S. Sawyer

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APR 20 1956
OFFICE OF
STATE HIGHWAY ENGINEER

17-1025 Sexton Mountain 1956

#L758

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JAN 13 1958
FOR FILING

OREGON STATE HIGHWAY DEPARTMENT
(date)
January 13, 1958

| | | | |
|---|---|---|---|
| (CONTRACT NO.) | (EST. NO.) | (CONTRACTOR) | |
| 4758 | 9 Final | C. R. O'Neil | |
| (VOUCHER NO.) | (WARRANT NO.) | (AMOUNT) | (DATE) |
| 39 | H201405 | $ 4,815.38 | 1-13-58 |

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

Gertrude Chopweske
ACCOUNTING DIVISION

---

Specified completion Date: 172 workdays from 8-1-56

Time Extensions: None

Completion Date: Aug. 20, 1957

Date Accepted: Sept. 12, 1957

Penalties: None of record

Claims: None of Record

Remarks:

---

Date: Jan. 13, 1958

To the Accounting Division:

Release of the above warrant is hereby authorized

H. B. Glaisyer
Secretary

Floyd Query
By Floyd Query
Assistant Secretary

Warrant Mailed: JAN 13 1958
Grw.

NOTED ON CARD

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DEC 18 1957

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## FINAL COST ANALYSIS

Sexton Mountain
N. Slope Slide
Contract #4758

Slide Correction
C. R. O'Neil, Contractor
R. I. Lammert, Resident Engineer

December 12, 1957
Pacific Highway
Prefix 17-1025-201 (41)

| Item | Quantity | Unit | Unit Cost | Unit Bid | Total Cost | Gross Revenue |
|---|---|---|---|---|---|---|
| Clearing & Grubbing | 100% | All | $ 6,334.23 | $ 6,500.00 | $ 6,334.23 | $ 6,500.00 |
| Drainage Excav. Unclass. | 285.3 | C.Y. | 2.71 | 3.00 | 774.13 | 855.90 |
| Gen. Excav. Unclass. | 268,796.3 | C.Y. | 0.27 | 0.30 | 72,974.16 | 80,638.89 |
| Fin. Roadbed & Slopes | .38 | Mile | 904.92 | 1,000.00 | 343.87 | 380.00 |
| Rounding Cutbanks | 600 | L.F. | 0.22 | 0.25 | 135.84 | 150.00 |
| 18" Concrete Pipe | 54 | L.F. | 3.87 | 4.00 | 209.08 | 216.00 |
| 8" Perf. Metal Drainpipe, Uncted. | 1669 | L.F. | 2.59 | 3.00 | 4,328.24 | 5,007.00 |
| Special Backfill in Drains | 269.5 | C.Y. | 6.59 | 7.00 | 1,776.86 | 1,886.50 |
| Concrete Manholes | 1 | Ea. | 277.30 | 500.00 | 277.30 | 500.00 |
| *Class "A" Concrete | 7.45 | C.Y. | 75.00 | 80.00 | 558.75 | 596.00 |
| *Metal Reinforcement | 956 | lb. | 0.14 | 0.20 | 133.84 | 191.20 |
| Coarse Crush. Mat. in Base | 4,989 | C.Y. | 3.42 | 3.85 | 17,091.23 | 19,207.65 |
| 3/4"-0 Mat. in Base | 936 | C.Y. | 3.95 | 4.50 | 3,693.34 | 4,212.00 |
| Sprinkling | 214.4 | M/Gal. | 2.94 | 4.00 | 630.58 | 857.60 |
| **Preparation of Base | .38 | Mile | 600.00 | 600.00 | 228.00 | 228.00 |
| **3/4-0 Mat. in Binder | 100 | C.Y. | 5.40 | 5.40 | 540.00 | 540.00 |
| **RC 3 Asph. in Binder | 20.17 | Ton | 65.00 | 65.00 | 1,311.05 | 1,311.05 |
| **Asphaltic Concrete Mixture | 2,950.14 | Ton | 7.90 | 7.90 | 23,380.63 | 23,380.63 |
| **85-100 Asph. in Mixt. | 164.08 | Ton | 35.00 | 35.00 | 5,742.80 | 5,742.80 |
| **RS-1 Asphalt | .84 | Ton | 75.00 | 75.00 | 63.00 | 63.00 |
| PA#1 Install 30" CMP | .33 | L.F. | 9.24 | 9.15 | 305.05 | 301.95 |
| PA#2 Cement Adj. Fav. of Contr. | 2.17 | Bbl. | 4.15 | 4.15 | 9.01 | 9.01 |
| PA#3 Selected Rock Backfill in Pl. | 2048 | C.Y. | 1.34 | 1.95 | 2,745.42 | 3,993.60 |
| Force Account | | | | | 3,642.04 | 3,816.01 |
| | | | | | $147,228.45 | 160,512.79 |

| | |
|---|---|
| Gross Revenue | $160,512.79 |
| Total Cost | 147,228.45 |
| Net Profit | $ 13,284.34 |

Net profit equals 8.2% of Gross Revenue.

## DETAIL OF COSTS
C. R. O'Neil, Contractor

### LABOR

| | | |
|---|---|---|
| Labor | $29,928.84 | |
| Labor Insurance | 2,166.85 | |
| Health & Welfare | 960.70 | |
| | | $33,056.39 |

### MATERIALS

| | | | | |
|---|---|---|---|---|
| 18" Concrete Pipe | 54 l.f. | at 1.92 | 103.68 | |
| 8" Perf. Metl. Drainpipe | 1669 l.f. | at 1.26 | 2,102.94 | |
| 8" Bands | 87 ea. | at 1.43 | 124.41 | |
| 8' Tee | 1 ea. | at 10.94 | 10.94 | |
| Spec. Backfill Agg. | 297.5 c.y. | 4.45 | 1,323.87 | |
| Coarse Base Material | 4,989 c.y. | 2.15 | 10,726.35 | |
| 3/4"-0 Base Material | 936 c.y. | 2.40 | 2,246.40 | |
| 30" Corr. Metal Pipe | 33 l.f. | 6.26 | 206.58 | |
| 30" Corr. Metal Bands | 4 each | 6.26 | 25.04 | |
| 30"-45° Elbow | 1 each | 32.31 | 32.31 | |
| Concrete Manhole | 1 each | 66.00 | 66.00 | |
| Grate | 1 each | 45.00 | 45.00 | |
| Cement | 3 bbls | 4.15 | 12.45 | |
| | | | | $ 17,025.97 |

### EQUIPMENT RENTALS & MISC. EXPENSE

| | |
|---|---|
| Equipment Rental (own) | 44,916.27 |
| Equipment Rental (hired) | 6,196.43 |
| Gas, Oil and Grease | 6,751.25 |
| Powder & Caps | 76.48 |
| PL & PD Insurance | 374.11 |
| Bond | 1,052.57 |
| Small Tools | 336.87 |

| | | | |
|---|---|---|---|
| Home Office & General Overhead | 5,484.04 | | |
| | | $65,188.02 | |
| | | | $115,270.38 |

## REMARKS

This was a State Project located on the Pacific Highway in Josephine County. The northerly end of the project was approximately 6.2 miles south of Wolf Creek. The southerly was approximately 1 mile north of Sexton Mountain summit and about 12.8 miles north of the city of Grants Pass. The overall length of the project was 0.55 mile.

The work to be done under this contract was the construction of 0.38 mile of highway roadbed; stone base and shoulders, asphaltic concrete pavement and the performance of such additional and incidental work called for in the plans and specifications.

The contract was bid and awarded to C. R. O'Neil, contractor, on July 12, 1956. He began work on the project on August 1, 1956, and the project was completed during the week ending August 24, 1957. The final was dated on October 2, 1957.

The contractor began clearing on the project on July 31, 1956, using a D9 caterpillar tractor with a clearing blade, a power saw and a crew of 5 laborers. The clearing was completed on August 27, 1956.

On August 12, 1956, the contractor began excavating and hauling the slide material to the waste area. In this work he used 3 DW 21's with scrapers, 2 D8 caterpillar tractors with bulldozer blades, a D9 caterpillar tractor with bulldozer blade and a #12 power grader. This operation progressed rapidly, as the material being moved was dirt, until wet weather became prevalent and forced the contractor to suspend operations for the winter. This happened during the week ending October 20, 1956.

The contractor resumed operation on June 19, 1957, removing slide material that had come down during the winter. Completing this work on July 5, 1957, he began shaping the sub-grade. As the sub-grade was ready for base rock the contractor place it. This work was completed on the readied portion during the morning of July 19, 1957, and the binder course was placed that afternoon.

He then placed traffic over this portion of the grade and began excavating the westerly half of the existing roadway on the south end of the project. He completed this work on July 24, 1957, and began placing the crushed base material on the sub-grade the next morning. The base was ready for the binder course on July 31, 1957, and it was placed during the afternoon of that day.

The sub-contractor on paving began paving on that portion of the grade that was ready on August 1, 1957, and the paving was completed on August 15, 1957.

All work on the project was completed on August 20, 1957.

The principal contractor, having good equipment, good supervision and fair bid prices made a fair profit.

M. N. Juve
Chief Cost Analyst

By

F. W. Sugnet

RECEIVED
OCT 9 1957
FOR FILING

4758

Oct. 8, 1957

**CERTIFIED MAIL**

Great American Indemnity Co.
Wells-Reed Insurance
412 Failing Bldg.
Portland 4, Oregon

Gentlemen:

State Highway Contract No. 4758 for grading and paving on the Sexton Mountain, North Slope Slide Section of the Pacific Highway in Josephine County was completed by the contractor, C. R. O'Neil, on Aug. 20, 1957, and was formally accepted by the Highway Commission on Sept. 12, 1957.

Final payment in the amount of $4,815.38 will be released to the contractor on or after October 18, 1957. The total contract amount is $160,512.79, of which amount $3,816.01 represents force account items.

The State is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the State assumes no responsibility for such claims should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

em

NOTED ON CARD

RECEIVED
OCT 9 1957
FOR FILING

477

Oct. 8, 1957

CERTIFIED MAIL

Great American Indemnity Co.
Wells-Reed Insurance
412 Failing Bldg.
Portland 4, Oregon

Gentlemen:

State Highway Contract No. 4758 for grading and paving on the Sexton Mountain, North Slope Slide Section of the Pacific Highway in Josephine County was completed by the contractor, C. R. O'Neil, on Aug. 20, 1957, and was formally accepted by the Highway Commission on Sept. 12, 1957.

Final payment in the amount of $4,815.38 will be released to the contractor on or after October 18, 1957. The total contract amount is $160,512.79, of which amount $3,816.01 represents force account items.

The State is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the State assumes no responsibility for such claims should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

NOTED ON CARD
em

RECEIVED
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FOR FILING

47.7

**CERTIFIED MAIL**

September 26, 1957

Great American Indemnity Company
Wells-Reed Insurance
412 Failing Building
Portland 4, Oregon

Gentlemen:

The State Highway Commission is prepared to release semi-final payment to C. R. O'Neil in connection with contract No. 4758, covering grading and paving on the Sexton Mountain, North Slope Slide Section of the Pacific Highway in Josephine County. This payment in the amount of $15,542.71 will be released to the contractor on or after October 7, 1957. The retained percentage is $4815.38.

The State is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the State assumes no responsibility for such claims should there be any.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

fp

NOTED ON CARD

Form E-1—10M—12-56

17-1025

OREGON STATE HIGHWAY DEPARTMENT

# Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending August 24, 1957

Section Sexton Mtn., North Slope Slide
Kind of work Grading and Paving
Highway Pacific County Josephine
Section prefix 17-1025
Contractor C. R. O'Neil
Contract number 4758
Date of contract July 12, 1956
Specified work days 172
Date work started August 1, 1956
Work days used 112
Project authorization $192,444.19
Exclusive of engineering $178,759.27
Per cent of time elapsed 65.11 %
Estimated cost of completed project, exclusive of engineering $172,000.00
Estimated per cent XXXXXXXX underrun 3.78 %
Per cent of contract completed, based on total contract price 100 %
Engineering authorization $13,692.92
Engineering cost to date $12,543.76, 91.6 %
Date project was completed August 20, 1957

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Project completed and accepted by Assistant Division Engineer - Semi-Final being held up due to flagging time not being received from contractor.

NOTED
FORREST COOPER

CONSTRUCTION DIVISION
RECEIVED
AUG 26 1957
NOTED- ☒ ☑ B ☐ R
CE ACE ACE

Noted
M. R. Juve

NOTED
C. E. PAULSEN

Signed R. L. Lammert
Address P. O. Box 604, Canyonville, Oregon

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

State Printing 104

| | GRADING | SURFACING | MAINTENANCE MATERIALS | OIL AND BITUMINOUS MACADAM | PAVING |
|---|---|---|---|---|---|
| Miles in project | 0.38 | 0.38 | | | 0.38 |
| Miles partially completed | | | | | |
| Miles completed | 0.38 | 0.38 | | | 0.38 |
| Total estimated quantities (contract) | 291,000 CY | 7,890 CY | | | 3,100 Tons |
| Total quantities corrected to date | 268,796 CY | 5,925 CY | | | 2,950 Tons |
| Estimated quantities moved or placed to date | 268,796 CY | 5,925 CY | | | 2,950 Tons |
| Average daily quantities | - | - | | | - |
| Average daily quantities necessary to complete project on time | - | - | | | - |
| Number shifts per day | - | - | | | - |
| Hours per shift | | | | | |
| Average force on project for week | | | | | |

Men

Supervision

Men and trucks under 3 tons

Men and trucks over 3 tons

Men and tractors

Equipment used during week: Shovels .........., Power graders .........., Rollers .........., Mixers .........., Crushing or screening plants ..........

Compressors ............, Bulldozers ............, Compaction rollers ............, . . . . . ............, . . . . . ............, . . . . . ............

| | WEATHER | HRS. DELAY | CAUSE OF DELAY |
|---|---|---|---|
| Sunday | Fair | | |
| Monday | Fair | | |
| Tuesday | Fair | | |
| Wednesday | Fair | | |
| Thursday | Fair | | |
| Friday | Fair | | |
| Saturday | | | |

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JAN 14 1957
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FORM 280—12½M—8-55—66209

17-1025

4758

**OREGON STATE HIGHWAY DEPARTMENT**

**INTER-DEPARTMENT CORRESPONDENCE**

Salem, Oregon
January 7, 1957

**SUBJECT:** Contract No. 4758
M. C. Lininger and Sons,
Sexton-Mountain North Slope
Slide Correction

**To:** Mr. H. B. Glaisyer
Secretary
Office

L

The attached lease agreement between Floyd and Vella Lewis and M. C. Lininger and Sons, the title report and the assignment of lease forms have been examined and approved by the Legal Department and are sent to you for your records.

Donald R. Stark
DONALD R. STARK
Assistant Attorney

FW:ph

Enclosures

cc: Mr. E. A. Pease
Mr. S. H. Probert

REFERRED TO
Jerry
to file

NOTED
FLOYD QUERY

ASSIGNMENT OF LEASE

For value received M. C. Lininger & Sons,

contractor on highway (bridge) construction contract No. 4758 does hereby sell, transfer, assign, and set over to the Oregon State Highway Commission, for the duration of said contract, all its right, title, and interest in and to the lease affixed hereto, reserving the right to go upon and use the leased premises for the purposes of said contract, and, further, does agree to indemnify and hold harmless the said Highway Commission, its members, officers, employees, and agents against any and all claims or damages which may result from the use of the property covered by said lease during the term of this assignment.

Attachments:

1. Copy of lease from Floyd Lewis and Vella J. Lewis (lessor) to M. C. Lininger & Sons (contractor-lessee) dated September 1, 1956, covering a parcel of land in Section 12, Township 34 South, Range 6, W.M., Josephine County, Oregon.

2. Title report of lessor.

Floyd B Lewis
Date

Place

M. C. LININGER & SONS
Contractor

By: Earl Lininger

STATE OF OREGON )
) ss.
County of Josephine )

On this 6th day of Dec. ~~Novemb~~er, 1956, personally came before me, a Notary Public in and for said county and state, the within named Earl Lininger of M. C. Lininger & Sons, to me personally known to be the identical person described in and who executed the within instrument, and who personally acknowledged to me that he executed the same freely and voluntarily for the uses and purposes therein named.

Witness my hand and official seal the day year last above written.

NOTARY PUBLIC FOR OREGON
My Commission Expires: Jan 9, 1959

ACCEPTANCE RECOMMENDED:

State Highway Engineer

ACCEPTED, on behalf of the State Highway Commission

Acting Chief Counsel

# LEASE AGREEMENT

THIS INDENTURE OF LEASE made in duplicate originals at Grants Pass, Oregon as of this first day of September, 1956, by and between Floyd Lewis and Vella J. Lewis, husband and wife of 817 N. E. "A" Street, Grants Pass, Oregon, or the survivor thereof, hereinafter designated LESSORS, and M. C. LININGER & SONS, General Contractors, P. O. Box 1386, Medford, Oregon, hereinafter designated LESSEE, WITNESSETH:

First: That in consideration of the covenants, agreements and stipulations herein contained on the part of the Lessee to be observed and faithfully performed and in consideration of the rentals to be paid as herein provided, the Lessors do hereby lease, demise and let unto Lessee that certain real property in Josephine County, Oregon, more particularly described on Exhibit "A" annexed hereto which Exhibit is incorporated herein by this reference.

Second: TO HAVE AND TO HOLD the above described premises and all and singular the tenements, thereupon unto the Lessee, its successors and assigns, as tenant of Lessors, for a leashold term commencing upon the first day of September, 1956, and terminating upon the expiration of the 31st day of August, 1958.

Third: The Lessee shall pay to the Lessors as rental for the above described premises and property the total sum of Three Hundred Dollars ($300.00) for the entire term, said rental to be paid in full upon execution hereof by the parties; and execution by Lessors shall be deemed a receipt of said rental.

Fourth: Lessee acknowledges that Lessee has personally inspected the demised premises, and that the same are presently in a good and tenantable condition; that no representations whatsoever have been made by Lessors or Lessors' agents at any time respecting the nature, condition or value of the same; and that Lessee accepts this lease and possession of the leasehold premises based upon Lessee's own examination of the premises and Lessee's own judgment as to the value thereof and as to the fitness of the same for the purposes for which this lease is executed.

Fifth: Lessee shall be entitled to possession of the premises above described upon the first day of September, 1956, and may retain such possession for the term herein provided, unless sooner terminated as stipulated herein. And the Lessee does hereby covenant to and with Lessors as follows:

(1) That the rentals hereinbefore stipulated are understood to be exclusive of utilities, and Lessee will pay the entire cost of all such utilities.

(2) That the Lessors or Lessors' agents may at reasonable times enter upon the leased premises or any part or portion thereof to exhibit the same, to examine the condition thereof, and to ascertain whether or not the covenants herein contained are being performed.

(3) That Lessee will make no unlawful or unsanitary or offensive use of the premises which will in any way tend to create a nuisance, injure the property, or disturb any persons or property in the neighborhood; nor shall Lessee suffer or permit any nuisance to exist on the demised premises which shall be in any wise a violation of the statutes, regulations or laws of the federal government or of the State of Oregon or of any applicable subordinate governmental unit or administrative agency.

(4) That as soon as this lease and leasehold term shall terminate for any cause whatsoever, Lessee will forthwith vacate the demised premises, remove all personal effects, and peaceably surrender possession of the same to the Lessors or those having Lessors' estate therein; in the event, however, that the Lessee shall hold over, pay rent, and remain in possession after the expiration of the term created by this lease, and with the acquiescence of Lessors or those having Lessors' estate, but without any written lease actually being made, such holding over and payment of rent shall not be deemed to operate in any manner as an implied renewal or extension of this lease, but shall only create a tenancy at will which may be terminated by Lessors at any time.

Sixth: PROVIDED ALWAYS, and these presents are upon this condition, that if Lessee shall fail or neglect to do, observe or perform any of the covenants or conditions herein contained, time of payment and performance in all things being of the essence hereof, then and in either of such cases or events, Lessors or those having Lessors' estate in the premises, lawfully may at their option and at any time thereafter, without demand or notice thereof, with or without legal process, enter into and upon said premises or any part thereof, and in the name of the whole, repossess the same of their former estate and expel Lessee and those claiming by, through or under Lessee, and remove their effects, forcibly if necessary, without being deemed guilty of trespass and without prejudice to any remedy which might otherwise be used for arrears of rent or preceding breach of covenant, and on the reentry aforesaid, this lease shall terminate; the remedies herein stated shall not be deemed exclusive, and shall not bar Lessors from any other, or additional or supplemental remedy or remedies, Lessors may desire to pursue.

Seventh: No waiver of a breach of any covenant, term or condition of this lease, shall be a waiver of any other subsequent breach of the same or any other term, covenant or condition, or as a waiver of the term, covenant or condition itself.

Eighth: The covenants, terms, and conditions of this lease shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of the parties hereto.

Tenth: In the event that suit, action or other legal proceeding shall be instituted to declare or enforce any right created by this lease, the prevailing party in such suit, action or other legal proceeding shall be entitled to recover in addition to costs and disbursements, such further sum as the Court may adjudge reasonable as attorneys' fees.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

LESSORS:

Floyd B. Lewis (SEAL)
Floyd Lewis

Vella J. Lewis (SEAL)
Vella J. Lewis

LESSEE:

M. C. LININGER AND SONS (SEAL)
By E. C. Lininger

Witness: G. C. Becker

EXHIBIT "A"

A portion of the following described tract in Josephine County, Oregon said portion being described as follows:

> Beginning at the Northwest corner of said tract; thence Southerly along the West Line thereof 300 feet; thence Easterly and parallel with the North line of said tract 300 feet; thence Northerly and parallel to the Westerly line of said tract 300 feet more or less to the said North line; thence Westerly along the said North line to the point of beginning

containing approximately 2 acres, and to be used for rock stockpiling and allied purposes; said principal tract being described as follows, to-wit:

> Beginning at the Southeast corner of the Southwest Quarter of the Northwest Quarter of Section 12, Township 34 South, Range 6 West of the Willamette Meredian; thence North 645 feet more or less to the Southerly right of way line of the County Road leading to Placer as it existed on March 16, 1946; thence westerly along the Southerly right of way line of said County road 757 feet more or less to the Westerly line of that tract of land conveyed to John A. Olson, and wife, on May 7, 1938 in Deed Book 86, Page 114; thence South 11° West and following the Westerly line of the aforementioned Olson tract 705 feet more or less to the East and West quarter section line of Section 12; thence East and following the said quarter section line 749 feet more or less to the place of beginning.

# Commonwealth Title Insurance Co.

*Title Insurance · · Escrows*
CAPITOL 8-8141 • 731 S. W. STARK STREET
**PORTLAND 5, OREGON**

Oregon Land Title Association
Standard Coverage Policy

$1,000.00 **Premium $** 22.50 **No.** 0-10-561272

# Policy of Title Insurance

**COMMONWEALTH TITLE INSURANCE CO.,** a corporation, (incorporated under the laws of the State of Oregon), hereinafter called the Company, for a valuable consideration paid for this policy of title insurance,

## Does Hereby Insure

FLOYD LEWIS

together with the persons and corporations included in the definition of "the insured" as set forth in the stipulations of this policy, against loss or damage not exceeding ONE THOUSAND AND NO/100- - - - - - - - - - - - - - - - - - - - - dollars, which the insured shall sustain by reason of:

1. Title to the land described in Schedule A being vested, at the date hereof, otherwise than as herein stated; or
2. Unmarketability, at the date hereof, of the title to said land of any vestee named herein, unless such unmarketability exists because of defects, liens, encumbrances, or other matters shown or referred to in Schedule B; or
3. Any defect in, or lien or encumbrance on, said title existing at the date hereof, not shown or referred to in Schedule B; or
4. Any defect in the execution of any mortgage or deed of trust shown in Schedule B securing an indebtedness, the owner of which is insured by this policy, but only insofar as such defect affects the lien or charge of such mortgage or deed of trust upon said land; or
5. Priority, at the date hereof, over any such mortgage or deed of trust, of any lien or encumbrance upon said land, except as shown in Schedule B, such mortgage or deed of trust being shown in the order of its priority.

all subject, however, to SCHEDULES A and B, and the STIPULATIONS herein, all of which schedules and stipulations are hereby made a part of this policy.

*In witness whereof*, **COMMONWEALTH TITLE INSURANCE CO.,** has caused its corporate name and seal to be hereunto affixed by its duly authorized officers, the day and hour set forth in SCHEDULE A hereof.

**COMMONWEALTH TITLE INSURANCE CO.**

By Hawkins
President

By Donald C. Park
Vice-President

**This policy shall not become effective until countersigned.**

**Countersigned:**
Robert H.
ROGUE RIVER TITLE CO.

## SCHEDULE A

On the 26th day of November, 1956 at 5:00 o'clock, P.M., the title to the land described in this Schedule is vested in:

FLOYD LEWIS
an estate in fee simple

Description of the tract of land the title to which is insured by this policy:

The following described real property being situated in Josephine County, Oregon:

Beginning at the Southeast corner of the Southwest quarter of the Northwest quarter of Section 12, Township 34 South, Range 6 West of the Willamette Meridian; thence North 645 feet, more or less, to the Southerly right-of-way line of the County Road leading to Placer as it existed on March 16, 1946; thence Westerly along the Southerly right-of-way line of said County Road 757 feet, more or less, to the Westerly line of that tract of land conveyed to John A. Olson, and wife, on May 7, 1938, in deed book 86 at page 114; thence South 11° West and following the Westerly line of the aforementioned Olson tract 705 feet; more or less, to the East and West quarter section line of Section 12; thence East and following the said quarter section line 749 feet, more or less, to the place of beginning.

## SCHEDULE B

This policy does not insure against loss by reason of the matters shown or referred to in this Schedule except to the extent that the owner of any mortgage or deed of trust is expressly insured in Paragraphs numbered 4 and 5 on page 1 of this policy.

1. Easements, liens or encumbrances, including material or labor liens, which are not shown by the public records; mining claims; reservations in patents; water rights, claims or title to water.
2. Rights or claims of persons in possession, or claiming to be in possession, not shown of record; any state of facts which an accurate survey and inspection of said land would show.
3. Assessments which are not shown as existing liens by the public records; taxes not yet payable; pending proceedings for vacating, opening or changing of streets or highways preceding entry of the ordinance or order therefor.
4. Any laws, governmental acts or regulations, including but not limited to zoning ordinances, restricting, regulating or prohibiting the occupancy, use or enjoyment of the land or any improvement thereon, limiting the height of improvements, or prohibiting a reduction in the dimensions or area, or separation in ownership, of any lot or parcel of land; or the effect of any violation of any such restrictions, regulations or prohibitions.
5. Right of way granted to The California Oregon Power Company by instruments No. 67076 and No. 101251.
6. Rights of the public in any portion of the above described premises lying within the boundaries of public roads.

# STIPULATIONS

## 1. SCOPE OF COVERAGE

This policy does not insure against, and the Company will not be liable for loss or damage created by or arising out of any of the following: (a) defects, liens, claims, encumbrances, or other matters which result in no pecuniary loss to the insured; (b) defects, liens, encumbrances, or other matters created or occurring subsequent to the date hereof; (c) defects, liens, encumbrances, or other matters created or suffered by the insured claiming such loss or damage; or (d) defects, liens, claims, encumbrances, or other matters existing at the date of this policy and known to the insured claiming such loss or damage, either at the date of this policy or at the date such insured claimant acquired an estate or interest insured by this policy, unless such defect, lien, claim, encumbrance or other matter shall have been disclosed to the Company in writing prior to the issuance of this policy or appeared at the date of this policy on the public records. Any rights or defenses of the Company against a named insured shall be equally available against any person or corporation who shall become an insured hereunder as successor of such named insured.

## 2. DEFENSE OF ACTIONS, NOTICE OF ACTIONS OR CLAIMS TO BE GIVEN BY THE INSURED

The Company at its own cost shall defend the insured in all litigation consisting of actions or proceedings against the insured, or defenses, restraining orders, or injunctions interposed against a foreclosure or sale of said land in satisfaction of any indebtedness, the owner of which is insured by this policy, which litigation is founded upon a defect, lien, encumbrance, or other matter insured against by this policy, and may pursue such litigation to final determination in the court of last resort. In case any such litigation shall become known to any insured, or in case knowledge shall come to any insured of any claim of title or interest which is adverse to the title as insured or which might cause loss or damage for which the Company shall or may be liable by virtue of this policy, such insured shall notify the Company thereof in writing. If such notice shall not be given to the Company at least five days before the appearance day in any such litigation, or if such insured shall not, in writing, promptly notify the Company of any defect, lien, encumbrance, or other matter insured against, or of any such adverse claim which shall come to the knowledge of such insured, in respect to which loss or damage is apprehended, then all liability of the Company as to each insured having such knowledge shall cease and terminate; provided, however, that failure to so notify the Company shall in no case prejudice the claim of any insured unless the Company shall be actually prejudiced by such failure. The Company shall have the right to institute and prosecute any action or proceeding or do any other act which, in its opinion, may be necessary or desirable to establish the title, or any insured lien or charge, as insured. In all cases where this policy permits or requires the Company to prosecute or defend any action or proceeding, the insured shall secure to it in writing the right to so prosecute or defend such action or proceeding, and all appeals therein, and permit it to use, at its option, the name of the insured for such purpose. Whenever requested by the Company the insured shall assist the Company in any such action or proceeding, in effecting settlement, securing evidence, obtaining witnesses, prosecuting or defending such action or proceeding, to such extent and in such manner as is deemed desirable by the Company, and the Company shall reimburse the insured for any expense so incurred. The Company shall be subrogated to and be entitled to all costs and attorneys' fees incurred or expended by the Company, which may be recoverable by the insured in any litigation carried on by the Company on behalf of the insured. The word "knowledge" in this paragraph means actual knowledge, and does not refer to constructive knowledge or notice which may be imputed by the public records.

## 3. NOTICE OF LOSS, LIMITATION OF ACTION

A statement in writing of any loss or damage for which it is claimed the Company is liable under this policy shall be furnished to the Company within sixty days after such loss or damage shall have been ascertained. No action or proceeding for the recovery of any such loss or damage shall be instituted or maintained against the Company until after full compliance by the insured with all the conditions imposed on the insured by this policy, nor unless commenced within twelve months after receipt by the Company of such written statement.

## 4. APPORTIONMENT OF LOSS

Whenever the Company shall be obligated to pay a loss under the terms of this policy to an insured owner, purchaser or lessee by reason of a defect in the title to a portion of the area insured herein, liability shall be limited to the proportion of the face amount of this policy which the value of the defective portion bears to the value of the whole at the time of the discovery of the defect.

## 5. OPTION TO PAY, SETTLE, OR COMPROMISE CLAIMS

The Company reserves the option to pay, settle, or compromise for, or in the name of, the insured, any claim insured against or to pay this policy in full at any time, and payment or tender of payment of the full amount of this policy, together with all accrued costs which the Company is obligated hereunder to pay, shall terminate all liability of the Company hereunder, including all obligations of the Company with respect to any litigation pending and subsequent costs thereof.

## 6. SUBROGATION UPON PAYMENT OR SETTLEMENT

Whenever the Company shall have settled a claim under this policy, it shall be subrogated to and be entitled to all rights, securities, and remedies which the insured would have had against any person or property in respect to such claim, had this policy not been issued. If the payment does not cover the loss of the insured, the Company shall be subrogated to such rights, securities, and remedies in the proportion which said payment bears to the amount of said loss. In either event the insured shall transfer, or cause to be transferred, to the Company such rights, securities, and remedies, and shall permit the Company to use the name of the insured in any transaction or litigation involving such rights, securities, or remedies.

## 7. OPTION TO PAY INSURED OWNER OF INDEBTEDNESS AND BECOME OWNER OF SECURITY

The Company has the right and option, in case any loss is claimed under this policy by an insured owner of an indebtedness secured by mortgage or deed of trust, to pay such insured the indebtedness of the mortgagor or trustor under said mortgage or deed of trust, together with all costs which the Company is obligated hereunder to pay, in which case the Company shall become the owner of, and such insured shall at once assign and transfer to the Company, said mortgage or deed of trust and the indebtedness thereby secured, and such payment shall terminate all liability under this policy to such insured.

## 8. PAYMENT OF LOSS AND COSTS OF LITIGATION. INDORSEMENT OF PAYMENT ON POLICY

The Company will pay, in addition to any loss insured against by this policy, all costs imposed upon the insured in litigation carried on by the Company for the insured, and in litigation carried on by the insured with the written authorization of the Company, but not otherwise. The liability of the Company under this policy shall in no case exceed, in all, the actual loss of the insured and costs which the Company is obligated hereunder to pay, and in no case shall such total liability exceed the amount of this policy and said costs. All payments under this policy shall reduce the amount of the insurance pro tanto, and payment of loss or damage to an insured owner of indebtedness shall reduce, to that extent, the liability of the Company to the insured owner of said land. No payment may be demanded by any insured without producing this policy for indorsement of such payment.

## 9. MANNER OF PAYMENT OF LOSS TO INSURED

Loss under this policy shall be payable, first, to any insured owner of indebtedness secured by mortgage or deed of trust shown in Schedule B, in order of priority therein shown, and if such ownership vests in more than one, payment shall be made ratably as their respective interests may appear, and thereafter any loss shall be payable to the other insured, and if more than one, then to such insured ratably as their respective interests may appear. If there be no such insured owner of indebtedness, any loss shall be payable to the insured, and if more than one, to such insured ratably as their respective interests may appear.

## 10. DEFINITION OF TERMS

The following terms when used in this policy mean:

(a) "named insured": the persons and corporations named as insured on page one of this policy;

(b) "the insured": such named insured together with (1) each successor in ownership of any indebtedness secured by any mortgage or deed of trust shown in Schedule B, the owner of which indebtedness is named herein as an insured, (2) any such owner or successor in ownership of any such indebtedness who acquires the land described in Schedule A or any part thereof, by lawful means in satisfaction of said indebtedness or any part thereof, (3) any governmental agency or instrumentality acquiring said land under an insurance contract or guarantee insuring or guaranteeing said indebtedness or any part thereof, and (4) any person or corporation deriving an estate or interest in said land as an heir or devisee of a named insured or by reason of the dissolution, merger, or consolidation of a corporate named insured;

(c) "land": the land or leasehold estate described specifically or by reference in Schedule A and improvements affixed thereto which by law constitute real property;

(d) "date": the exact day, hour and minute specified on the first line of Schedule A (unless the context clearly requires a different meaning);

(e) "public records": those public records which, under the recording laws, impart constructive notice of matters relating to said land.

## 11. WRITTEN INDORSEMENT REQUIRED TO CHANGE POLICY

No provision or condition of this policy can be waived or changed except by writing indorsed hereon or attached hereto signed by the President, a Vice President, the Secretary, or an Assistant Secretary of the Company.

## 12. NOTICES, WHERE SENT

All notices required to be given the Company and any statement in writing required to be furnished the Company shall be addressed to it at its home office.

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OCT 1956
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Cross Referenced To:

FORM E-30X

# OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
October 17, 1956

SUBJECT: Sexton Mt.-N. Slope Slide
Pacific Highway (Josephine County)
Contract No. 4758

To: Mr. Frank Morgan
Division Engineer
State Highway Department
Roseburg, Oregon

Reference is made to Laboratory Report No. 405284, dated October 15, 1956, showing (a) 6.0 percent deficiency of material retained on the 3/4" screen and (b) 12.2 percent excess of material passing the ¼" screen for the 1½"-0 crushed gravel being produced by C. R. O'Neil.

This is the greatest deviation from the specifications noted to this date, and while acceptable, approaches the limit at which the crushed gravel must be unacceptable.

Will you please instruct the resident engineer to tighten his inspection of this phase of the project. It is suggested that plant screening will assist him in keeping the contractor informed of the quality of the aggregate produced.

Also, please have him resubmit samples of improved material, so marked that it is clear they represent corrected base course material.

Tom Edwards
Construction Engineer

By L. H. Young
L. H. Young
Ass't Construction Engineer

LHY-WCH:jc

cc Forrest Cooper ✓
Ray Webber

NOTED
FORREST COOPER

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OCT 17 1956
OFFICE OF
STATE HIGHWAY ENGINEER

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FORM E-30X—50M—11-55—90838

**OREGON STATE HIGHWAY DEPARTMENT**

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
October 10th, 1956

SUBJECT: Sexton Mt. Slide
Pacific Highway
Josephine County

To: ~~Mr. F. D. Morgan~~
~~Division Engineer~~
~~State Highway Department~~
~~Roseburg, Oregon~~

At your request, W. C. Hill, Soils Engineer, and L. C. Woolfe, Geologist, inspected the cut slope to the left of Station 574 to 582 of the above project. The work involves moving the alignment of the Pacific Highway to the left of its present location away from an unstable hillside into the mountain slope. The highway, constructed in 1942, has suffered damage through slides below the road surface where the fill and hillside sections have moved into the canyon south of Rat Creek.

The present work has cut into the side of the mountain having a natural slope of approximately 1:1 and a soil derived from rotten shales high in silts and clays. The cut slope has been made with an approximate 3/4:1 slope from the ditch level to about 50 feet above and approximately 1:1 slope to the old road approximately 100 feet above the ditch.

Active Movement (October 4th, 1956)

The rotten shales and clay soils between Station 577+25 and 578+80 have broken away from the top of the 3/4:1 slope area and have started to move out into the proposed roadway location. This movement, entirely above the ditch level, is taking place because the critical height of the soil has been exceeded for the 3/4:1 slope.

Secondary Movement (October 4th, 1956)

There is a secondary break started along the top of the slope between Station 578+00 and 580+50 and extending diagonally to Stations 577+20 and 581+25 just above the ditch line. This is a result of the active earth movement removing support for the upper soil mass.

Expected Result

It can be expected that, during the rainy months, the loosened earth will flow onto the highway. It appears that the volume of earth now separated from the hillside is approximately 15,000 cubic yards. This can be expected to flow onto the highway sometime during the rainy months.

NOTED
FORREST COOPER

The slope of the mountain above the old road appears to be firm without tension cracks and should give no more trouble than minor adjustment after the loosened earth is moved out.

The fill slopes below the new roadway may be expected to adjust to flatter grades during the rainy season, but no major subsidence of the new roadway should take place. The counterbalances and surface drainage works built under the current contract have removed much of the cause of the older movements. The north embankment at Rat Creek (Station 566 to 572) has approximately 1:1 slopes on the north side. These will adjust to flatter slopes during the rainy weather but should not affect the southbound lane in any major degree.

Remedial Work

No remedial work in the slide area is recommended until the earth now moving has come to rest later this winter or spring. Slope dressing after the earth has become stable should be carried out to provide good surface drainage over the area. Storage area in the ditch should be provided for future slope ravelling which will take place during the period of adjustment which may cover a period of a year or so.

Preventive Work

Earth such as this has a critical height for each slope ratio chosen for a back slope. Laboratory tests on disturbed samples of the material taken before the project is planned will indicate this critical height which should not be exceeded if slope stability is important. It is recommended that in cases of deep cuts or realignment involving cutting back into slopes in excess of forty feet in height representative samples of the earth material be obtained for complete soil tests, from which a critical height can be obtained. This critical height should not be exceeded.

Ray Webber
Staff Assistant

By

W. C. Hill
Soils Engineer

L. C. Woolfe

L. C. Woolfe
Geologist

cc to: Tom Edwards
Forrest Cooper

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1956
OFFICE OF
STATE [illegible] ENGINEER

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17-1025
4758

August 13, 1956

Mr. C. R. O'Neil
Route 2, Box 95
Creswell, Oregon

Dear Sir:

We enclose herewith for your files a fully executed copy of contract No. 4758, which was awarded to you by the State Highway Commission on July 12, covering the Sexton Mountain, North Slope Slide Section of the Pacific Highway in Josephine County.

We are also sending a copy of this contract to the surety on your performance bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

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encl.

A

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12-1025

[illegible]

July 16, 1956

Mr. C. R. O'Neil
Route 2, Box 95
Creswell, Oregon

Dear Mr. O'Neil:

The State Highway Commission on July 12, 1956, awarded to you State Highway Contract No. 4758 for 0.38 mi. of grading and paving, Sexton Mountain, N. Slope Slide Section of the Pacific Highway in Josephine County.

This award was based on your bid of $170,311.50 which was the low bid submitted to the Commission that day for this project. Contract forms will be sent to you for execution within the next few days.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

PP
cc: Messrs. Forrest Cooper
S. H. Probert
R. G. Savage, SIAC

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FOR FILING

| |
|---|
| 17-1025 |
| |
| 475E |

May 17, 1956

Oregon State Highway Commission

Gentlemen:

During the excessive rains of last winter, we had a very major slide development on the northerly side of Sexton Mountain summit. This slide had been developing over a considerable period of time and the ground finally gave way to a very major extent during last year's heavy rains. To correct the slide will involve the unloading of the entire slide area and flattening of the slope below the fill. Extensive tests indicate that there appears to be no other alternate. It is estimated that slide correction in this area will cost approximately $192,000. This is a very major expenditure, but, owing to the importance of US99, I feel that the correction of this slide should be undertaken immediately.

This matter will be on the agenda, and I recommend that you authorize calling for bids for the slide correction, with the estimated $192,000 cost to be financed from the unallocated state highway balance.

Very truly yours,

R. H. Baldock
State Highway Engineer

cc Mr. Forrest Cooper
Mr. S. H. Probert
Mr. C. H. Maison

WCW:me hi

FORM 530—50M—2-55—82906

**OREGON STATE HIGHWAY DEPARTMENT**

**INTER-DEPARTMENT CORRESPONDENCE**

Salem, Oregon
May 7, 1956

**SUBJECT:** Slide Correction and Line Revision
Sexton Mountain
Pacific Highway

**To:**

Mr. W. C. Williams
Deputy State Highway Engineer

OFFICE

NOTED
W. C. WILLIAMS

There has been a bad slide situation developing over a considerable period of time on the north slope of Sexton Mountain. This is a fill slide. There have been minor attempts made at correction ever since the road was finished.

The Division recommends unloading of the slide material and flattening the slope below the fill, bringing the area into a better balance. We have made extensive tests in an attempt to find the cause of the slide, however no definite conclusions could be reached. The method proposed seems to be the only positive step in the direction of a solution.

There has been no money appropriated for this project. I recommend that it be submitted to the Highway Commission for approval and appropriating of funds in the amount of $192,000.

I am having the job worked up for contracting so that it can be let immediately upon receiving approval.

L. H. Young
L. H. Young
Ass't Construction Engineer

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MAY 7 1956
OFFICE OF
STATE HIGHWAY ENGINEER

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# LOCATION PROSPECTUS FOR THE SEXTON MOUNTAIN SLIDE CORRECTION SECTION, PACIFIC HIGHWAY, JOSEPHINE COUNTY.

The following prospectus is submitted regarding the Sexton Mountain Slide Correction on the Sexton Mountain Section of the Pacific Highway in Josephine County. The terminal points of the project are as follows: The northerly terminus is at approximate Station 575, 1955 straight line chart Mile Post 248.61. The southerly terminus is approximately Station 600. The overall length of the project is approximately 0.5 miles. The area is about 1 mile northerly of the summit of Sexton Mountain.

This is a realignment and resurfacing project designed to eliminate a slide condition. The general route lies easterly of and deviates, to approximately 100 feet, from the existing alignment. A counter balance on the westerly side of the existing highway will utilize the excavated material. No towns are involved within the limits of this project.

The general route was laid by Tom Edwards and F. D. Morgan. Considerable soils and drainage studies have been made prior to this survey. Routine soils investigations to determine a base design will be required. A drainage problem requiring special study exists in the vicinity of Station 580. Portions of a drainage tunnel have failed and are filled with dirt. A 12-inch pipe has been placed through the tunnel to give temporary relief, but a thorough study will be necessary to insure proper drainage. There is no need for an economic analysis.

The 1955 ADT is 3400, the projected 1975 ADT is 8500. This is to be a Class "A"-50 modified highway. The cross section will consist of four 12-foot running lanes with a 6-foot median area. The standard section is modified to permit use of 4-foot shoulder areas. The 6-foot median will have to be tapered to 4 feet to conform with the adjacent sections. The tentative base design approved by Ray Webber March 16, 1956, is as follows:

| | |
|---|---|
| Selected Subgrade Material | 18" |
| Course Crushed Base | 10" |
| Leveling Course | 1½" |
| Asphaltic Concrete | 4" |

NOTED
State Highway Engineer

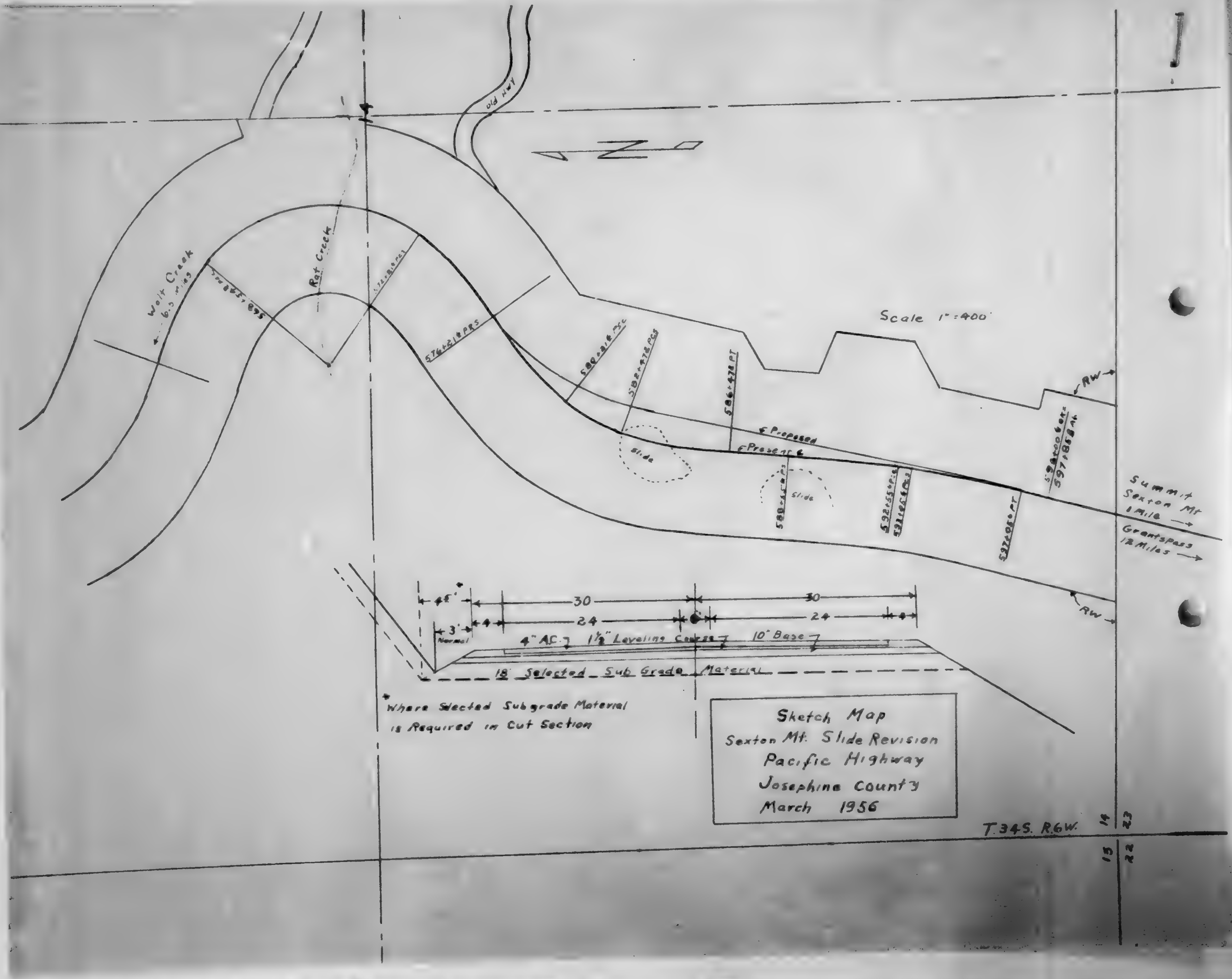
Comparison of the two lines is of no value.

This revision should be built with access restricted to private residences. All access points are to be "at grade". There are no railroad crossings and no stream crossings requiring bridges.

The source of materials has not yet been determined.

No agreements with the county or abandonments of the existing facility will be required. There are no State parks in the vicinity of this project.

March 20, 1956
Attach.
cc - R. H. Baldock ✓
W. C. Williams
Forrest Cooper
Tom Edwards (2)
P. M. Stephenson
Ray Webber
J. W. Cattrall
F. B. Crandall
C. H. Armstrong
Frank Hall
R. L. Porter



Sketch Map
Sexton Mt. Slide Revision
Pacific Highway
Josephine County
March 1956

BFI-324(24) Hopmere Road Interch. & 1956
Battle Creek Jct.
#4759

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COMMISSIONERS
BEN R. CHANDLER, CHAIRMAN
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE
M. K. McIVER, MEMBER
PORTLAND
H. B. GLAISYER
SECRETARY

OREGON
STATE HIGHWAY DEPARTMENT
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
W. C. WILLIAMS
1ST ASST. STATE HWY. ENGR.
W. W. STIFFLER
2ND ASST. STATE HWY. ENGR.
C. W. ENFIELD
CHIEF COUNSEL

December 10, 1957

C
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P
Y

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Re: Oregon Project BF-108(8), South Unit, Bend-Lapine 4052
Oregon Project BFI-324(14), Hopmere Interchange
Oregon Project I-323(20), 37th-42nd Ave. 4829

Dear Sir:

Reference is made to your letter of October 24 in which you call attention to excessive subcontracting on the above-captioned projects. We have checked into the project records and find as follows:

On the South Unit, Bend-Lapine Project, BF-108(8), we find that no subcontracts were approved on this project. This contractor, J. W. Briggs, did not indicate that the work was being subcontracted; however, our costkeepers, in examining his records at the completion of the project, found that Item 1, Clearing, and Items 20 through 26, which covered the paving, were subcontracted. This was done without our knowledge or consent.

On the Hopmere Interchange, BFI-324(14), we approved subcontracts in the amount of 38 per cent. Investigation initiated by your letter has brought to light a sub rosa contract in the amount of 34 per cent of the contract, which was entered into without our knowledge or consent. The matter of sub rosa contracts is a particularly vexing one, and we are instructing our personnel to continue vigilance in unearthing such, and in cases we are not successful as indicated by future performance, it may be necessary to include a liability clause in the specifications.

With respect to the 37th-42nd Avenue Project, I-323(20), Mr. Stephenson has reported to you previously that the dollar value of the subcontracts executed, many of which were for partial items, did not exceed 50 per cent of the total contract price and they were approved on this basis.

In order that there be no question in anyone's mind, we are issuing a general letter to the field reiterating previous instructions and clarifying the basis on which percentages shall be computed. A copy of this letter is attached.

Very truly yours,

W. C. Williams
State Highway Engineer

By
Forrest Cooper
Deputy State Highway Engineer

Encl.
Mr. W. C. Williams - Mr. Tom Edwards

FORM E-30 25M 9-51 83516

**OREGON STATE HIGHWAY DEPARTMENT**
INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
December 4, 1957

SUBJECT: Subcontracts

To: ALL STAFF ENGINEERS, DIVISION ENGINEERS,
RESIDENT ENGINEERS, AND LOCATING ENGINEERS:

We have experienced some difficulty in controlling the amount of work subcontracted to the maximum specified 50 per cent. In order to clarify rulings in regard to this matter, you are advised as follows:

If items are only partially subcontracted (for example, the production of mineral aggregate when the bid item calls for "Mineral Aggregate in Place", the placing of metal reinforcement when the bid item calls for "Furnishing and Placing Metal Reinforcement", or the placing of culvert pipe when the bid item calls for "Furnishing and Placing Culvert Pipe"), the correct percentage of subcontracts is arrived at by adding the items partially subcontracted and comparing against the total contract bid price.

Conversely, if the contractor subcontracts a total item, such as the "Furnishing and Placing of Mineral Aggregate" complete, the "Furnishing and Placing of Metal Reinforcement" complete, or the "Furnishing and Placing of Concrete Culvert Pipe" complete, the correct percentage is arrived at by use of the bid prices and amounts stated in the prime contract. These, added to any partial (if any) subcontracted items, should then be compared against the total contract bid price.

Your special attention is called to the fact that a contractor might subcontract one of these items at a figure less than that shown in the prime contract, but, where the item is subcontracted as a complete item, the prime contract price must prevail and not the price at which the item was subcontracted.

We wish to request your constant vigilance in approving subcontracts in order that these rules may be observed, and we wish to enlist your constant vigilance against the execution of sub rosa subcontracts. In case you have any doubt as to the existence of such sub rosa contracts, it will be well to solicit a written statement from the contractor in that regard.

Forrest Cooper
Forrest Cooper
Deputy State Highway Engineer

cc Mr. C. G. Polk

FORM E30—50M—2-57—1476

# OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
November 12, 1957

SUBJECT: Subcontracts
Hopmere Interchange and Battle Creek Junction Connection, Pacific Highway
Contract No. 4759
F.A. No. BFI-324 (14)

To: Mr. Tom Edwards
Construction Engineer
Department

In response to your letter of November 1 regarding unauthorized subcontracting on the subject project, we have gone over the records in our office and find the following.

The prime contract was awarded to Central Paving Company. They in turn had the following contractors perform items of work on the contract:

1. Salem Sand and Gravel Company, who performed the grading and drainage work.

2. Tuss Bros., who furnished and placed the rock surfacing.

3. Cushing Bros., who performed the concrete work.

4. R & W Construction Company furnished and placed the metal guard rail.

Of these four subcontracts, only one was authorized. A subcontract was authorized to the Salem Sand and Gravel Company. This subcontract amounted to approximately 38 per cent of the total contract. The remaining subcontracts amounted to approximately 34 per cent of the total contract, for which we can find no record of approval.

J. D. Walker
Division Engineer

By R. D. Asburry

R. D. Asburry
Assistant Division Engineer

CONSTRUCTION DIVISION
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|---|---|---|
| Monthly transaction number<br>9-80 | F... -2A<br>(5-31-57) U.S. DEPARTMENT OF COMMERC... BUREAU OF PUBLIC ROADS | ...te<br>**Oregon** |
| | | County<br>**Marion** |
| Project report number<br>5 | **MODIFICATION OF FEDERAL-AID PROJECT AGREEMENT** | Project number<br>**BFI-324(14)** |

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The Project Agreement for the above-referenced project entered into between the undersigned parties and executed by the Division Engineer on **September 28**, 19**56**, is hereby modified as follows:

| | |
|---|---|
| Revised estimated total cost of project | $ **70,929.43** |
| Revised Federal funds | $ **43,954.00** |
| Other revisions - **None** | |

All other terms and conditions of the Project Agreement will remain in full force and effect.

This modification is effective as of the 23rd day of September, 19 57.

**OREGON STATE HIGHWAY COMMISSION**
(Official name of Highway Department)

By Chas H Reynolds
**Chairman, State Highway Commission**
(Title)

By Mr M. Inn
**Member, State Highway Commission**
(Title)

By
**Member, State Highway Commission**
(Title)

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

By C J Polk
Division Engineer

RECOMMENDED FOR APPROVAL:
STATE HIGHWAY ENGINEER

USComm-DC 11170

September 18, 1957

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

We are forwarding two copies of modification of project agreement, signed by the Highway Commission, for the Hopmere Interchange Section, Project No. EFI-324(14).

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

[illegible]C:ia

# PROJECT AGREEMENT

DESCRIPTION: (JOB, SECTION AND HIGHWAY)

Hopmore Interchange Section
[illegible]
Marion County

NATURE OF WORK:

Grade and Pave

CONTRACT NUMBER, CONTRACTOR AND DATE OF AWARD:
4759 Central Paving Co. 7-12-56

4759

DATE OF COMPLETION:
Completed: 10-12-56
Accepted 12-17-56
Final payment mailed: 1-15-57

REMARKS: Modification of Project Agreement to increase amount of Federal Funds.

CP R8-2220

Form PR 2 (Revised 1950)

State Oregon

Project No. BFI-324(14)

U. S. DEPARTMENT OF COMMERCE

BUREAU OF PUBLIC ROADS

# PROJECT AGREEMENT

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**Memorandum of Agreement** made this 28th day of September, 1956, by and between The Oregon State Highway Commission

, constituting for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Commissioner of Public Roads, Bureau of Public Roads, Department of Commerce, hereinafter called the Commissioner, pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), and acts amendatory thereof or supplementary thereto:

Whereas the Highway Department of said State submitted on the 8th day of June, 1956, a program, which was approved on the 27th day of June, 1956, for the project hereinafter described; and

Whereas the Highway Department, in accordance with the regulations promulgated for the administration of the act, has furnished surveys, plans, specifications, and/or estimates for said project; and

Whereas the District Engineer of the Bureau of Public Roads approved said surveys, plans, specifications, and/or estimates on the 27th day of June, 1956, and the sum of forty two thousand, and 00/100

dollars ($42,000.00) as the share of the United States payable under said act on account of said project which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Commissioner do hereby mutually agree as follows:

## FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department for said project have been made available in the following manner, to wit:

(*a*) By the State Proceeds of bonds as follows:

(Include date and citation of act of legislature by which authorized)

(b) ~~From other sources~~

| Authorized by Chapter | Oregon Laws | Amount | Date of Issue | Beginning Date of Maturities |
|---|---|---|---|---|
| 491 | 1951 | $15,000,000 | Oct. 1, 1951 | Oct. 1, 1952 |
| 491 | 1951 | 15,000,000 | Mar. 1, 1952 | Mar. 1, 1953 |
| 491 | 1951 | 10,000,000 | Mar. 1, 1953 | Mar. 1, 1954 |
| 20 | 1953 | 32,000,000 | Sept. 1, 1953 | Sept. 1, 1954 |

(State how placed under direct control of Highway Department)

## WORK EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following work as described in detail in said surveys, plans, specifications, and/or estimates:

Between Stations 1593+25 and 1633+97, north of Salem,

, length 0.771 miles, in Marion County,

being Oregon project No. BFI-324(14), consisting of 0.771 miles of

roadway and no bridges~~, each~~ of more than 20 feet clear span, ~~of a mile in length.~~

## CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are by reference made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Bureau of Public Roads and in accordance with the laws of said State, Federal regulations hereinbefore mentioned, and the following conditions:

(*a*) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account shall be approved by the Bureau of Public Roads.

(b) It is agreed that the Highway Department will not add nor permit the addition of any points of access to or exit from the project in addition to those approved in the plans, without the prior approval of the Secretary, and it is further agreed that the Highway Department will not permit automotive service stations or other commercial establishments to be constructed or located on the right of way, except that the State or a political subdivision may use the air space above and below the established grade line of the highway pavement for the parking of motor vehicles provided such use does not interfere in any way with the free flow of traffic on the Interstate System.

## UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

**Article IV.** The United States pro rata share of the value of the labor and materials which shall be actually put into the work covered by this agreement shall not in any event exceed the sum of

forty two thousand, and 00/100

dollars ($42,000.00), which does not exceed the authorized Federal pro rata share of

seventy thousand, nine hundred eighty and 25/100

dollars ($70,980.25), the approved total estimated cost of said project.

## PAYMENTS

ARTICLE V. No payments hereunder will be made to the State as the construction of said project progresses or immediately upon its completion, and no present or immediate obligation is created by this agreement against Federal-aid funds apportioned and now unobligated and available to the State, the purpose and intent of this agreement being to provide aid to the State, as authorized by section 5 of the Federal-Aid Highway Act of 1950, in retiring annual maturities of the principal indebtedness of the bonds mentioned in Article I hereof, and as such bonds mature annually and the State requests Federal reimbursement pursuant hereto to aid in meeting such annual maturities and certifies that such bonds have been retired the Bureau of Public Roads will submit vouchers to the Secretary of the Treasury for payment to the State Treasurer, hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of Oregon, of such sums based on such annual maturities as the State shall request and as shall not, together with previous payments, exceed the United States pro rata share, as above specified, of the value, as determined by the Bureau of Public Roads after inspection and approval, of the labor and materials which have actually been put into said construction work in compliance with the requirements of Article III hereof. If in any year no Federal funds apportioned to the State shall be unobligated and available from which payments hereunder may be made there shall be no obligation on the part of the Federal Government hereunder on account of bond maturities for that year.

## MAINTENANCE OF PROJECT

**Article VI.** The Highway Department will maintain said project in compliance with said act of July 11, 1916, and acts amendatory thereof or supplementary thereto, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: (Include reference to statute authorizing

Chapter 529, Laws 1939.

funds and probable amount annually available)

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project.

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. 112.

In witness whereof the parties have hereunto affixed their signatures as of the day and year first above written.

ORegon STATE HIGHWAY COMMISSION
(Official title of Highway Department)

By Ben R Chandler
Chairman, State Highway Commission
(Title of officer)

By Chas H Reynolds
Member, State Highway Commission
(Title of officer)

By Wm McLean
Member, State Highway Commission
(Title of officer)

By
(Title of officer)

By
(Title of officer)

SECRETARY

RECOMMENDED FOR APPROVAL:

STATE HIGHWAY ENGINEER

COMMISSIONER OF PUBLIC ROADS,

By
*Division Engineer,*
*Bureau of Public Roads.*

U. S. GOVERNMENT PRINTING OFFICE 16—11379-5 A4.62

SEP 24 1956
OREGON DISTRICT

# PROJECT AGREEMENT

DESCRIPTION: (JOB, SECTION AND HIGHWAY)

Hopmere Interchange
Portland-Salem Expressway
Marion County

NATURE OF WORK:

Grade and Pave

CONTRACT NUMBER, CONTRACTOR AND DATE OF AWARD:

4759 Central Paving Co. 7-12-56

DATE OF COMPLETION:

46 Workdays from 8-1-56

REMARKS:

August 27, 1956

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

We are enclosing four copies of estimate as a basis for project agreement for the Hopmere Interchange, Project No. HPI-324(14).

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

[illegible]:la

Encl.

Oregon State Highway Department

Federal Aid Project
No. HFI-324(14)

## HOPMERE INTERCHANGE
## OF THE PORTLAND-SALEM EXPRESSWAY IN MARION COUNTY

(Estimate as a basis for project agreement. Based on low bid prices.)

Salem, Oregon, August 22, 1956

Type Code YDO8
Roadway (Sta. 1593+25 to Sta. 1633+97)(Contract No. 4759)

| | | | |
|---|---|---|---|
| 250 cu. yds. | Drainage Excavation, Unclassified | $ 3.00 | $ 750.00 |
| 27,000 cu. yds. | Special Borrow Excavation, Unclassified | 0.65 | 17,550.00 |
| 150 cu. yds. | General Excavation, Unclassified | 0.55 | 82.50 |
| All Required | Finishing Roadbed and Slopes (80%) | | 600.00 |
| 620 lin. ft. | 18-inch Concrete Pipe | 4.25 | 2,635.00 |
| 10 only | 18-inch Metal End Sections | 45.00 | 450.00 |
| 20 cu. yds. | Concrete Curbs | 40.00 | 800.00 |
| 80 cu. yds. | Concrete Islands | 40.00 | 3,200.00 |
| 2,100 lin. ft. | Metal Guard Rail | 2.70 | 5,670.00 |
| 120 lin. ft. | 1½-inch Electrical Conduit | 1.25 | 150.00 |
| 6,000 cu. yds. | Coarse Crushed Material in Base | 2.10 | 12,600.00 |
| 1,350 cu. yds. | 3/4" - 0 Material in Base | 2.50 | 3,375.00 |
| 180 M-gal. | Sprinkling | 3.00 | 540.00 |
| All Required | Preparation of Base (70%) | | 350.00 |
| 95 cu. yds. | 3/4" - 0 Material in Binder Course | 5.00 | 475.00 |
| 14 tons | SC-3 Asphalt in Binder Course | 40.00 | 560.00 |
| 2,100 tons | Asphaltic Concrete Mixture | 4.70 | 9,870.00 |
| 130 tons | 85-100 Asphalt in Mixture | 30.00 | 3,900.00 |
| 14 tons | RS-2 Asphalt | 45.00 | 630.00 |
| 40 cu. yds. | Aggregate in Pavement Seal | 6.00 | 240.00 |
| 100 lin. ft. | Asphaltic Concrete Traffic Markers | 1.00 | 100.00 |
| | Subtotal | | $ 64,527.50 |
| | 10% Engr. & Cont. | | 6,452.75 |
| | Total | | $ 70,980.25 |

Length of Roadway 0.771 mile
Cost of Roadway per mile $92,062.58

Federal Funds- - - - - - - - - - - - - - - - - - - - - - - - - - - $ 42,000.00
State Funds- - - - - - - - - - - - - - - - - - - - - - - - - - - 28,980.25

$ 70,980.25

State Funds for Const: Chap. 175, laws 1917, Chap. 31, laws 1920; Chap. 529, laws 1939;
Chap. 491, laws 1951; Chap. 20, laws 1953.

State Funds for Maint: Chap. 529, laws 1939.

Oregon State Highway Department

Federal Aid Project
No. EFI-324(14)

## HOPMERE INTERCHANGE

## OF THE PORTLAND-SALEM EXPRESSWAY IN MARION COUNTY

(Estimate to accompany plans and specifications. Not as a basis for project agreement.)

Salem, Oregon, June 26, 1956

| | | | |
|---|---|---|---|
| 250 cu. yds. | Drainage Excavation, Unclassified | $ 2.50 | $ 625.00 |
| 27,000 cu. yds. | Special Borrow Excavation, Unclassified | 0.45 | 12,150.00 |
| 150 cu. yds. | General Excavation, Unclassified | 1.00 | 150.00 |
| All Required | Finishing Roadbed and Slopes (80%) | | 400.00 |
| 620 lin. ft. | 18-inch Concrete Pipe | 3.50 | 2,170.00 |
| 10 only | 18-inch Metal End Sections | 35.00 | 350.00 |
| 20 cu. yds. | Concrete Curbs | 50.00 | 1,000.00 |
| 80 cu. yds. | Concrete Islands | 45.00 | 3,600.00 |
| 2,100 lin. ft. | Metal Guard Rail | 2.40 | 5,040.00 |
| 120 lin. ft. | 1½-inch Electrical Conduit | 1.25 | 150.00 |
| 6,000 cu. yds. | Coarse Crushed Material in Base | 2.25 | 13,500.00 |
| 1,350 cu. yds. | 3/4" - 0 Material in Base | 2.50 | 3,375.00 |
| 180 M-gals. | Sprinkling | 2.50 | 450.00 |
| All Required | Preparation of Base (70%) | | 245.00 |
| 95 cu. yds. | 3/4" - 0 Material in Base | 2.50 | 237.50 |
| 14 tons | RC-3 Asphalt in Binder Course | 50.00 | 700.00 |
| 2,100 tons | Asphaltic Concrete Mixture | 4.50 | 9,450.00 |
| 130 tons | 85-100 Asphalt in Mixture | 32.00 | 4,160.00 |
| 14 tons | RS-2 Asphalt | 55.00 | 770.00 |
| 40 cu. yds. | Aggregate in Pavement Seal | 4.50 | 180.00 |
| 100 lin. ft. | Asphaltic Concrete Traffic Markers | 1.00 | 100.00 |
| | Subtotal | | $ 58,802.50 |
| | 10% Engr. & Cont. | | 5,880.25 |
| | Total | | $ 64,682.75 |

Length of Roadway 0.771 mile
Cost of Roadway per mile $83,894.61

| | |
|---|---|
| Federal Funds- - - - - - - - - - - - - - - - - - - - - - - - - - - - - | $ 40,000.00 |
| State Funds- - - - - - - - - - - - - - - - - - - - - - - - - - - - - - | 24,682.75 |
| | $ 64,682.75 |

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MAR 14 1957
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[illegible]

4759

COPY

March 13, 1957

United Pacific Insurance Company
627 Board of Trade Building
Portland 4, Oregon

Gentlemen:

In reference to your letter of March 12, our records show amounts due Central Paving Company to November 30, 1956, to be as follows:

| | Contractor claims | Our records show |
|---|---|---|
| Contract 4759 | $10,372.25 | $10,738.24 |
| Contract 4778 | 59,720.00 | 59,720.00 |
| Contract 4547 | 4,428.76 | 4,428.76 |

Very truly yours

Oregon State Highway Commission

Secretary

rn

E
M

United Pacific
Insurance Company

March 12, 1957

Oregon State Highway Commission
Salem, Oregon

Re: CENTRAL PAVING COMPANY

Dear Sir:

The captioned contractor lists the following Accounts Receivable items on his November 30, 1956 financial statement due from the State Highway Commission.

| | |
|---|---|
| Contract No. 4759 | $10,372.25 |
| Contract No. 4778 | 59,720.00 |
| Contract No. 4547 | 4,428.76 |

We previously mailed you inquiries which you returned to us dated January 18, 1957 but you failed to acknowledge the above amounts. Please advise if these amounts are correct as of November 30, 1956 and if not, the correct amounts.

Very truly yours,

/s/ Emma M. Kemp

Emma M. Kemp
Bond Department

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BFI-324 (24)

OREGON STATE HIGHWAY DEPARTMENT
(date)
January 14, 1957

| | | | |
|---|---|---|---|
| (CONTRACT NO.) 4759 | (EST. NO.) | (CONTRACTOR) | |
| 4759 | 5 Final | Central Paving Co. | |
| (VOUCHER NO.) | (WARRANT NO.) | (AMOUNT) | (DATE) |
| 53 | H170149 | $2,159.70 | Jan. 14, 1957 |

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

F. Cole
ACCOUNTING DIVISION

Specified completion Date: 46 Workdays from 8-1-56

Time Extensions: None

Completion Date: Oct. 12, 1956

Date Accepted: Dec. 17, 1956

Penalties: None of record

Claims: None of record

Remarks:

Date: 1-15-57

To the Accounting Division:

Release of the above warrant is hereby authorized

H. B. Glaisyer
Secretary

NOTED ON CARD

Warrant Mailed: JAN 15 1957

RECEIVED
JAN 1? 1957

W.C Williams

W. C. WILLIAMS

# FINAL COST ANALYSIS

January 11, 1957
Prefix 24 - 1010
Project No. BFI 324 (14)

Hopmere Interchange and Battle Creek Junction,
Northbound Connection
Contract No. 4759
[illegible]

Grading and Paving
Central Paving Company, Contractor
Glenn A. Starkey, Resident Engineer

4759

| Item | Quantity | Unit | Unit Bid | Unit Cost | Total Cost | Gross Revenue |
|---|---|---|---|---|---|---|
| Drainage Excavation | 225.27 | Cu. Yd. | $ 3.00 | $ 3.00 | $ 675.81 | $ 675.81 |
| Special Borrow Exc. | 32,003.1 | Cu. Yd. | .65 | .65 | 20,802.02 | 20,802,02 |
| General Excav. | 2,430.7 | Cu. Yd. | .55 | .55 | 1,336.89 | 1,336.89 |
| Finish Roadbed & Slopes | All | | 750.00 | 750.00 | 750.00 | 750.00 |
| 18" Concrete Pipe | 638 | Lin.Ft. | 4.25 | 4.25 | 2,711:50 | 2,711.50 |
| 18" Metal End Sections, Coated | 9 | Each | 45.00 | 45.00 | 405.00 | 405.00 |
| Concrete Curbs | 6.08 | Cu. Yd. | 40.00 | 38.30 | 232.86 | 243.20 |
| Concrete in Islands | 30.82 | Cu. Yd. | 40.00 | 38.30 | 1,180.41 | 1,232.80 |
| Metal Guard Rail | 1,957 | Lin.Ft. | 2.70 | 2.36 | 4,618.52 | 5,283.90 |
| 1¼" Elect. Conduit | 120 | Lin.Ft. | 1.25 | .95 | 113.72 | 150.00 |
| Coarse Crushed Mat'l in Base | 6,491 | Cu. Yd. | 2.10 | 1.55 | 10,031.05 | 13,631.10 |
| 3/4"-0 Mat'l in Base | 1,394 | Cu. Yd. | 2.50 | 1.89 | 2,634.66 | 3,485.00 |
| Sprinkling | 424.5 | M/gal. | 3.00 | 2.51 | 1,065.06 | 1,273.50 |
| Preparation of Base | | All | 500.00 | 389.82 | 389.82 | 500.00 |
| 3/4"-0 Mat'l in Binder Course | 103 | Cu. Yd. | 5.00 | 4.20 | 432.18 | 515.00 |
| RC-3 Asph. in Binder Course | 19.62 | Ton | 40.00 | 33.07 | 648.33 | 784.80 |
| Asph. Conc. Mixture | 2,555.025 | Ton | 4.70 | 3.94 | 10,057.04 | 12,008.62 |
| 85-100 Asph. in Mixture | 146.449 | Ton | 30.00 | 29.47 | 4,316.50 | 4,393.47 |
| RS-2 Asphalt | 1.5 | Ton | 45.00 | 45.00 | 67.04 | 67.50 |
| Asph. Conc. Traffic Markers | 61 | Lin.Ft. | 1.00 | .90 | 54.65 | 61.00 |
| PA #1 Install Fence | 150.45 | Rod | 3.85 | 3.50 | 526.58 | 579.23 |
| PA #2 Cement Adj., Favor of State | 1.25 | Bbl. | 4.05 | | | - 5.06 |

| Item | Quantity | Unit | Unit Bid | Unit Cost | Total Cost | Gross Revenue |
|---|---|---|---|---|---|---|
| Force Account (Flagging State Share $285.92) | | | | | $ 855.14 | $ 887.44 |
| | | | | | $63,905.28 | $71,772.72 |

| | |
|---|---|
| Gross Revenue | $71,772.72 |
| Total Cost | 63,905.28 |
| Profit | $ 7,867.44 |

Net Profit Equals 10.9% of Gross Revenue

Hopmere Interchange-Battle Creek Junction, Northbound Connection
Contract No. 4759

## DETAIL OF COSTS

| | | | | | | |
|---|---|---|---|---|---|---|
| **Labor:** | | | | | | |
| Labor | | | | | $ 2,695.15 | |
| Labor Insurance | | | | | 185.97 | |
| Health and Welfare | | | | | 96.20 | |
| | | | | | | $ 2,977.32 |
| **Materials:** | | | | | | |
| RS-2 Asphalt | 1.5 | Ton | At | $27.25 | $ 40.88 | |
| RC-3 Asphalt | 19.62 | Ton | " | 24.50 | 480.69 | |
| Freight on Asphalt | 21.12 | Ton | " | 3.00 | 63.00 | |
| | | | | | | $ 584.57 |
| **Equipment Rental and Misc. Supplies:** | | | | | | |
| Equipment Rental | | | | | $ 1,613.40 | |
| Gas, Oil and Grease | | | | | 881.25 | |
| Bond | | | | | 430.64 | |
| PUC | | | | | 37.50 | |
| P.L. and P.D. Insurance | | | | | 33.69 | |
| Home Office and Overhead | | | | | 850.00 | |
| Amt. Paid Cushing Bros. for Concrete Work | | | | | 1,413.27 | |
| Amt. Paid R & W for Guardrail and Fence | | | | | 5,145.10 | |
| Amt. Paid Salem Sand and Gravel Company for Excavation, Pipe, and Portion of Sprinkling | | | | | 27,018.23 | |
| Amt. Paid American Asph. Co. for Asphalt Mix and Asphalt | | | | | 10,224.60 | |
| Amt. Paid Tuss Bros. for Hauling and Placing Rock | | | | | 12,695.71 | |
| | | | | | | $60,343.39 |
| | | | | | | $63,905.28 |

Hopmere Interchange and Battle Creek Junction, Northbound Connection Contract 4759

Remarks:

This was a Federal Aid Bond Project calling for the grading and paving of connecting roads and speed lanes on the Hopmere Interchange and the Battle Creek Junction, Northbound connection, on the Baldock Freeway in Marion County

The contract was bid and awarded July 12, 1956. Work started August 7, 1956 and the project was completed October 12, 1956. The final estimate was received in the Cost Analysis Section on December 19, 1956.

Salem Sand and Gravel Company subcontracted all of the excavation, finishing roadbed and slopes, culvert pipe and a portion of the sprinkling, and they started work August 7, 1956 with a ½-yard shovel with a backhoe attachment, one D-8 cat and dozer, two AC scrapers, one AC cat used as a push cat, one cat and carryall, one blade and one water wagon; good progress was made on these items.

The guard rail and the Type II fence was purchased and installed by the R & W Construction Company below the bid price realizing a profit for the contractor.

The concrete for the curbs and islands was purchased and placed by Cushing Brothers, cement contractors.

The coarse crushed base rock and the 3/4"-0 rock was purchased, hauled and placed by Tuss Brothers, Hauling contractors, who performed the work at a price that allowed the contractor a good profit. The material was hauled with five 18 cubic yard trains and handled on the roadway with one blade and one roller.

The contractor furnished and placed the binder material, the Class "B" asphaltic mixture and the asphalt in the mixture. The Class "B" asphaltic concrete was purchased from the American Asphalt Company and hauled and laid by the contractor, using eight 6-cubic yard trucks, paver and two rollers.

The contractor had good bid prices and realized a good profit.

L. N. Juve
Chief Cost Analyst

By

George Kayser

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4759

January 3, 1957

**CERTIFIED MAIL**

United Pacific Insurance Co.
Fidelity & Surety Department
Medical Arts Bldg.
Tacoma 1, Washington

Gentlemen:

State Highway Contract No. 4759 for work performed on the Hopmere Interchange and Battle Creek Junction North Bound Connection Section of the Portland-Salem Expressway in Marion County was completed by the contractor, Central Paving Company, on October 12, 1956 and was formally accepted by the Highway Commission on December 17, 1956.

Final payment in the amount of $2,159.70 will be released to the contractor on or after January 14, 1957. The total contract amount is $71,772.72, of which amount $887.44 represents force account items.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: United Pacific Insurance Co.
Portland Branch Office
627 Board of Trade Bldg.
Portland 4, Oregon

NOTED ON CARD

1

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DEC 11 1956
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BFI-324(24)
4759

December 13, 1956

CERTIFIED MAIL

United Pacific Insurance Co.
Fidelity & Surety Department
Medical Arts Bldg.
Tacoma 1, Wash.

Gentlemen:

The State Highway Commission is prepared to release semi-final payment to Central Paving Company in connection with contract No. 4759, covering the Hopmere Interchange and Battle Creek Junction North Bound Connection Section of the Portland-Salem Expressway in Marion County.

This payment, in the amount of $6,425.56, will be released to the contractor on or after December 24, 1956. The retained percentage is $2,152.98.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: United Pacific Insurance Co.
Portland Branch Office
627 Board of Trade Bldg.
Portland 4, Oregon

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OCT 23 1956
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BFI-324 (24)

4759

October 22, 1956

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

This is to advise you that work was completed on October 12, 1956 on Contract No. 4759, Hopmere Interchange and Battle Creek Junction North Bound Connection Section, in Marion County, in connection with Federal Aid Project No. HFI-324(14).

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

cc: County & City Relations Div.

[illegible]

Form E-1—10M—10-55

GON STATE HIGHWAY DEPART T

EFI-324 (24)
4759

# Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending October 13, 1956

Section Hopmere Interchange & Battle Creek Jct. North Bound Connection

Kind of work Grading & Paving

Highway Portland-Salem Expressway (R.H.Baldock Freeway)

Section prefix 24-1010

Contractor Central Paving Company

Contract number 4759

Spec.Working Days ~~XXXXXXXXXXX~~ 46 Begin August 1, 1956

Date of contract July 12, 1956

Estimated date of completion October 12, 1956

Date work started August 7, 1956

Per cent of time elapsed 100 %

Project authorization $ 90,202.50

Exclusive of Engineering $ 83,788.10

Estimated cost of completed project, exclusive of engineering $ 75,261.80

Estimated per cent ~~XXXXXXX~~ underrun 10.2 %

Per cent of contract completed, based on total contract price 100 %

Engineering authorization $ 6414.40

Engineering cost to date $ 4,200, 65 %

Date project was completed October 12, 1956

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Guard Rail completed at Hopmere Interchange on Wednesday.

Contractor began placing concrete islands and curbs on October 8 and on orders from main office work was stopped Tuesday evening October 9.

Dressing of shoulders and shoulder slopes completed Friday October 12, 1956.

Paving and shoulders completed on Thursday October 11, 1956. (Battle Creek Jct.)

Finishing of slopes and backfilling of curbs completed on Friday October 12, 1956.

All work on both sections of this project completed within the specified time.

Visitors to project:

Mr. Williams

Mr. Walker

Mr. Cooper

Mr. Paxson

Mr. Head

NOTED
L. H. Young

NOTED
C. E. PAD

RECEIVED
OCT 16 1956
OFFICE OF
CONSTRUCTION ENGINEER

Noted
M. N. Juve

Signed Glenn A. Starkey
Glenn A. Starkey, Resident Engineer

Address Rm 211 Lab. Bldg. Salem

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

State Printing 80722

|  | GRADING | SURFACING | MAINTENANCE<br>~~MATERIALS~~ | OIL AND BITUMINOUS MACADAM | PAVING |
|---|---|---|---|---|---|
|  |  |  | Culverts |  |  |
| Miles in project |  |  |  |  |  |
| Miles partially completed |  |  |  |  |  |
| Miles completed |  |  |  |  |  |
| Total estimated quantities (contract) | 29,500 | 8,510 | 620 |  | 2,400 |
| Total quantities corrected to date | 33,487 | 7,971 | 636 |  | 2,555.025 |
| Estimated quantities moved or placed to date | 33,487 | 7,971 | 636 |  | 2,555.025 |
| Average daily quantities |  | 145 |  |  | 113 |
| Average daily quantities necessary to complete project on time |  |  |  |  |  |
| Number shifts per day |  | 1 |  |  | 1 |
| Hours per shift |  | 8 |  |  | 8 |
| Average force on project for week |  | 3 |  |  | 10 |

Men 12

Supervision 1

Men and trucks under 3 tons 2

Men and trucks over 3 tons 7

Men and tractors

Equipment used during week: Shovels 1, Power graders 1, Rollers 3, Mixers ........, Crushing or screening plants ........

Compressors ........, Bulldozers ........, Compaction rollers ........, Paver - 1, Water truck - 1. . . ........

|  | WEATHER | HRS. DELAY | CAUSE OF DELAY |
|---|---|---|---|
| Sunday |  |  |  |
| Monday | Fair |  |  |
| Tuesday | Fair |  |  |
| Wednesday | Fair |  |  |
| Thursday | Fair |  |  |
| Friday | Rain AM |  |  |
| Saturday |  |  |  |

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OCT 15 1953
OFFICE OF
ENGINEER

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OCT 10 1956
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4759

Salem, Oregon
October 9, 1956

Hopmere Interchange
Traffic Islands

Mr. Tom Edwards
Construction Engineer
OFFICE

This will confirm my telephonic instructions at 4 p.m. this date to cease all work on the traffic islands at the Hopmere Interchange and close out the contract on the basis of work done to date.

Instructions will be issued later re completion of the traffic facilities.

Forrest Cooper
Deputy State Highway Engineer

FC:fn

cc Mr. W. C. Williams
Mr. G. S. Paxson
Mr. F. B. Crandall

File

4

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4759

6618

**OREGON STATE HIGHWAY DEPARTMENT**

**INTER-DEPARTMENT CORRESPONDENCE**

Salem, Oregon
August 14, 1956

**SUBJECT:** Hopmere Interchange Section
Pacific Highway
Contract No. 4759

**To:**

Mr. Forrest Cooper
Deputy State Highway Engineer

Office

With reference to Assignment No. 6618, I am forwarding herewith copy of a letter from the Salem Sand and Gravel Company, endorsed by Central Paving Company, prime contractors on the subject-named job, in which they agree to maintain and repair County Road No. 609 from damage resulting from the use of overweight hauling equipment in connection with the construction of this interchange.

L. H. Young
L. H. Young
Asst. Construction Engineer

LHY:ep

Encl.

NOTED
FORREST COOPER

RECEIVED
AUG 15 1956
OFFICE OF
STATE HIGHWAY ENGINEER

**Salem Sand & Gravel Co.**

Sand • Gravel • Cement • Silt • Heavy Hauling • Bulldozing • Excavating

1405 NO. FRONT STREET
SALEM, OREGON
TELEPHONE 2-2461

July 25, 1957

Mr. W. C. Williams
Asst. State Highway Engineer
State Highway Building
Salem, Oregon

Dear Mr. Williams;

In reference to the construction of the Brooks interchange on County Road No. 609, Hopmere road, with DW-15 or similar equipment we agree to the following:

1. Our company to maintain and repair said County Road used during the operation.
2. Upon completion of project, our company will repair that portion used of said County Road to Original condition.
3. The State Highway Department will withhold an amount they feel necessary to cover the expense of repair.

If any further information or letter is required please let us know. Thank you for your cooperation.

Yours truly,

Salem Sand & Gravel Co.

by Thomas B. Hill Jr.

Thomas B. Hill, Jr.

tbh/b
cc: Glenn Starkey

Salem, Oregon
Aug 3, 1956

We herewith agree to the above stated conditions and endorse the letter, to same
Central Paving Co
Arthur Bond, Pres

JOHN A. ANDERSON, C. E.
COUNTY ENGINEER

THEO. KUENZI
ASST. COUNTY ENGINEER

OFFICE OF ENGINEER
COUNTY OF MARION

## ASSIGNMENT

Date: 7/23/56 No. 6618 By wcw

Description: Letter dated 7/19/56 from John A. Anderson, County Engineer of Marion County, approving use of Hopmere Road by contractor during construction of Brooks interchange.

Acknowledged by_____ Referred to COOPER ✓

- __Investigate and report with recommendation
- X Such action as necessary and report
- __Comment or recommendation
- __Return with rough draft of reply
- __Prepare reply for signature of Mr.________
- __Contact correspondent and report

~~PLEASE RETURN TO~~
~~W. C. WILLIAMS~~

Remarks:

Executed 8-15-56 Report Received________
me

SE RETURN TO
C. WILLIAMS

W. C. WILLIAMS

Mr. W. C.
Asst. Sta
State Hig
Salem, Or

Dear Mr.

Thi
County R
Company,
DW-15, o
Project

of
el
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te

or
l

John A. Anderson
John A. Anderson
County Engineer

JAA:jh

cc: Salem Sand & Gravel Co.

RECEIVED
1956
OFFICE OF
STATE [illegible] ENGINEER

JOHN A. ANDERSON, C. E.
COUNTY ENGINEER

THEO. KUENZI
ASST. COUNTY ENGINEER

OFFICE OF ENGINEER
COUNTY OF MARION
COURTHOUSE
PHONE 4-4401, EXTENSION 74
SALEM, OREGON

July 19, 1956

**PLEASE RETURN TO**
**W. C. WILLIAMS**

**W. C. WILLIAMS**

Mr. W. C.Williams
Asst. State Highway Engineer
State Highway Building
Salem, Oregon

Dear Mr. Williams:

This office will approve the use of that portion of County Road No. 609, Hopmere Road, by Salem Sand & Gravel Company, for construction of the Brooks interchange with DW-15, or similar equipment, as shown on Sheet 3 of State Project No. BF-1-324 (14) providing that:

1. Contractor to maintain and repair said County Road during his operation.
2. Upon completion of the project, contractor is to repair said County Road to original condition or better.

Very truly yours,

John A Anderson
John A. Anderson
County Engineer

JAA:jh

cc: Salem Sand & Gravel Co.

RECEIVED
[illegible] 1956
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
AUG 10 1956
FOR FILING

BFI 324(14)

4759

August 9, 1956

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

This is to advise you that work was started on August 7, 1956 on Contract No. 4759, Hopmere Interchange and Battle Creek Junction, North Bound Connection Section, in Marion County, in connection with Federal Aid Project No. BFI-324(14).

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Deputy State Highway Engineer

DBP:bb

RECEIVED
AUG 9 1956
FOR FILING

BFI-324(24)

4759

August 8, 1956

Central Paving Co.
P. O. Box 38
Independence, Oregon

Gentlemen:

We enclose herewith for your files a fully executed copy of contract No. 4759, which was awarded to you on July 12 by the State Highway Commission, covering the Hopmere Interchange and Battle Creek Junction North Bound Connection on the Portland-Salem Expressway in Marion County.

A copy of this contract is also being sent to the surety on your performance bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encl.

4

RECEIVED
AUG 3 1956
FOR FILING

FORM E-80X—50M—11-55

BFI-324 (24)

4759

**OREGON STATE HIGHWAY DEPARTMENT**
INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
August 2, 1956

SUBJECT:

NOTED
W. C. WILLIAMS

To: Mr. J. D. Walker
Division Engineer
Office

The subcontract between the Central Paving Company and the Salem Sand and Gravel Company, covering Items 1 to 6, inclusive, on the Heppner Interchange and Battle Creek Junction, Contract No. 4759, Oregon BFI-324 (14) is approved, and you may so inform the interested parties.

Three copies of the subcontract are returned herewith for distribution.

Tom Edwards
Construction Engineer

By Edwin A. Pease
Edwin A. Pease
Construction Office Engineer

EAP:of

Encls.

cc to: W. C. Williams
C. G. Polk

RECEIVED
AUG 3 1956
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
JUL 24 1956
FOR FILING

[illegible]

4757

July 23, 1956

County Court of Marion County
Court House
Salem, Oregon

Gentlemen:

We are enclosing herewith for the records and files of Marion County a fully executed copy of an amendatory agreement between the State Highway Commission and Marion County covering the Hopmere Road Interchange on the Portland-Salem Expressway in Marion County.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

rn
Enc.

RECEIVED
JUL 26 1956
FOR FILING

R. I. I - 324(24)

4[illegible]9

File

MISC. CONTRACTS and
AGREEMENTS No. [illegible]

Salem, Oregon
July 23, 1956

Amended Agreement
Hopmere Road Interchange
Portland-Salem Expressway
Marion County

Mr. John W. Cattrall
City & County Relations Engineer
Office

Attached hereto is a conformed copy of an amendatory agreement with Marion County covering the Hopmere Road Interchange on the Portland-Salem Expressway in Marion County.

A fully executed copy of the above agreement has been retained in this office for the Commission's files and one fully executed copy has been sent to the County Court of Marion County.

Secretary

rn
Attach: 1

FORM 830—50M—2-55—92086

# OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
July 16, 1956

SUBJECT: Amended Agreement:
Hopmere Road Interchange
Portland-Salem Expressway
Marion County

To: Mr. G. S. Paxson
OFFICE

Attached are three copies of an amended agreement covering the above-named subject.

Two copies of the agreement have been executed by the Court and are now ready for presentation to the Highway Commission. Both copies require your signature of approval.

John W. Cattrall
John W. Cattrall
Engineer, County and City Relations

JDG:mm
Att.

APPROVED
~~ASST.~~ STATE HIGHWAY ENGINEER
Date July 12, 1956

AUTHORIZED BY HIGHWAY COMMISSION
DATE 4-27-56 Minute Page 81
Secretary

RECEIVED
JUL 17 1956
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
JUL 23 1956
FOR FILING

## OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
July 20th, 1956

SUBJECT:

To: Memo

Two gentlemen representing the telephone company were in my office this morning with respect to placing telephone cables at our overcrossing structures on the expressways. The specific case involved was Hopmere Road on the Portland-Salem; however, they indicated there would be other crossings involved.

They wish to place a cable in our shoulder on the approach fills a foot or so outside of the pavement. The work, they indicated, would be done with a ditching machine and backfilled with a small dozer. I informed them that I did not feel that this was desirable from the Highway standpoint, that they would undoubtedly weaken the shoulder, mix the subgrade dirt and the surfacing, which is not good from a standpoint of strength or drainage, and would in this case and doubtless others be objectionable if and when maintenance work was required, to say nothing of the disruption during the initial construction period.

Their only objection to making their installation near the right of way line was cost. I did not argue this feature with them, but merely asked them to consider the installation near the right of way line as I felt it was more desirable from our standpoint.

This memo is written so that everyone will be informed of my action.

Forrest Cooper
Construction Engineer

cc to: W. C. Williams
W. W. Stiffler
R. B. Sipprell

NOTED
W. W. STIFFLER

RECEIVED
JUL 20 1956
OFFICE OF
STATE HIGHWAY ENGINEER

A

RECEIVED
JUL 16 1956

FOR FILING
24-1010

47-59

July 16, 1956

Central Paving Co.
P. O. Box 38
Independence, Oregon

Gentlemen:

The State Highway Commission on July 12, 1956 awarded to you State Highway Contract No. 4759 for grading and paving the Hopmere Road Interchange and Battle Creek Junction North Connection on the Portland-Salem Expressway, south of Salem in Marion County.

This award was based on your bid of $71,630 which was the low bid submitted to the Commission on that day for this project. Contract forms will be sent to you for execution within the next few days.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

mm

cc: Forrest Cooper
S. H. Probert
R. G. Savage, SIAC

RECEIVED
~~JUL~~ 18 1956
FOR FILING
OREGON DISTRICT

24 - 1010

4757

08-35

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

408 STATE HIGHWAY BLDG.
SALEM, OREGON

July 12, 1956

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

This is to advise of our prior verbal concurrence as of this date in award of contract No. 4759 for Oregon Project BFI-324(14), Hopmere Road Interchange on the Portland-Salem Expressway, to Central Paving Company of Independence, Oregon, low bidder in the amount of $71,630.00 at the July 12, 1956, bid opening.

Very truly yours,

C G Polk
C. G. POLK
District Engineer

RECEIVED
STATE [illegible]

RECEIVED
JUL 5 1956
FOR FILING

BFI 324 (24)

OREGON DISTRICT

4959

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

408 STATE HIGHWAY BLDG.
SALEM, OREGON

08-35

June 27, 1956

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

We have today approved the P. S. & E. documents for Oregon Project BFI-324(14), Hopmere Interchange on the Willamette River-Hayesville Section of the Portland-Salem Expressway. This is to authorize your advertising for bids.

Concurrence in award of contract will be withheld pending notification that all rights-of-way or rights-of-entry have been acquired.

Very truly yours,

C G Polk
C. G. POLK
District Engineer

RECEIVED
JUL 5 1956
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
JUN 22 1956
FOR FILING

FORM E30—50M—11-55—90224

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[illegible]
[illegible]

**OREGON STATE HIGHWAY DEPARTMENT**

**INTER-DEPARTMENT CORRESPONDENCE**

Salem, Oregon
June 19, 1956

**SUBJECT:** Lommerc Road Interchange
Portland-Salem Expressway

**To:**

Mr. W. C. Williams
Deputy State Highway Engineer

Office

I am forwarding herewith letter drafted by County and City Relations from you to Mr. Enfield setting forth proposed amendments to our throughway agreement with Marion County dated December 8, 1953.

This office has inspected the agreement and find it to be okay.

L. H. Young
I. H. Young
Ass't Construction Engineer

IHY:ep

Attach.

cc - John D. Graham

1956
OFFICE OF
ENGINEER

RECEIVED
JUN 22 1956
FOR FILING

Salem, Oregon
June 13, 1956

Hopmere Road Interchange
Portland-Salem Expressway

Mr. C. W. Enfield
OFFICE

The State Highway Commission plans to accept bids at its meeting July 12-13 for construction of the Hopmere Road Interchange on the Gervais-Hayerville Unit of the Willamette River Hayesville Section of the Portland-Salem Expressway. This unit of highway is covered by an executed throughway agreement with Marion County dated December 8, 1953. It is requested that an amendatory agreement be prepared to cover this interchange by amending paragraph 13 under THINGS TO BE DONE BY STATE to read as follows:

13. State shall construct and thereafter maintain a separation structure carrying Marion County Road No. 609 (Latham-Lapin-Brooks Road) over the throughway. Said separation structure is to be located as shown colored in purple on sheet no. 15 of said Exhibit "A"; and, also, State shall construct connecting roads connecting County Road No. 609 (Latham-Lapin-Brooks Road) to the throughway as shown colored in green on the attached Exhibit "B."

Also, in paragraph 1 under THINGS TO BE DONE BY COUNTY, on line 3, page 9, delete the numeral 13; and on line 10, page 9, the word interchange shall be interchanges. Line 11, page 9, shall read as follows: paragraphs 13 and 20 under THINGS TO BE DONE BY STATE; the provisions for the-------.

Please prepare six copies of the agreement in addition to any required by the Legal Division. Copies of Exhibit "B" will be furnished by the County and City Relations Division. Attached is a print of the project for your information in preparing the agreement.

W. C. Williams
Deputy State Highway Engineer

JDG:mm
Att.

cc: Forrest Cooper
J. W. Cattrall

24-1011 Chemawa Overcrossing of the 1956
Southern Pacific Railroad.
#4760

RECEIVED
MAY 31 1957
FOR FILING

4760

May 29, 1957

Multnomah Agency, Inc.,
Woodlark Bldg.,
Portland 5, Oregon

ATTENTION: Clara Gage
Underwriter

Dear Madam:

In reply to your letter of May 24 regarding contract #4760 with the Con-Crete Cement Company, our records show that the contract was completed August 24, 1956, and was accepted by the Commission September 27, 1956.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:dc

# MULTNOMAH AGENCY, INC.

AGENTS FOR

**THE OHIO CASUALTY INSURANCE COMPANY**

WOODLARK BLDG., PORTLAND 5, OREGON

CAPITOL 7-7363

H. R. DRINKER, PRESIDENT

May 24, 1957

Oregon State Highway Commission
Salem, Oregon

Gentlemen: Re: Contract [illegible]

We have a Contract Bond with anniversary date of July 27, 1957, in the name of Gun-crete Cement Co. to Oregon State Highway Commission for Contract - Slope Pving, Bridge #7854-A, Portland-Salem Expressway, Chemawa Overcrossing of S.P. Railroad. For the completion of our files, would appreciate your advising by early mail if the job has been completed.

Thank you for giving this early attention.

Yours sincerely,

MULTNOMAH AGENCY, INC.

By: Clara Gage
Clara Gage, Underwriter

cg

REFERRED TO
[illegible]
BY SECRETARY

RECEIVED
MAY 27 1957
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
OCT 30 1956
FOR FILING

24-11

4760

October 30, 1956

Continental Casualty Company
310 South Michigan Avenue
Chicago 4, Illinois

Attention: Mr. James G. Roberts
Surety Claim Department

Gentlemen:

Contract No. 4760 awarded to Gun-Crete Cement Co. for slope paving the Chemawa Overcrossing on the R. H. Baldock Freeway in Marion County was completed August 24 and accepted by the State Highway Commission on September 27, 1956. The total amount of the contract is $9,281.76 and the final payment was made to the contractor on October 9, 1956.

No claims have been made against this contract other than the one by the Central U-Drive-Truck Service in the sum of $220, concerning which you wrote to us on October 26 and to which letter this is in reply.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:fp

J. M. SMITH PRESIDENT
ROY TUCHBREITER CHAIRMAN OF THE BOARD
JOHN A. HENRY VICE PRESIDENT AND SECRETARY

**CONTINENTAL CASUALTY COMPANY**

GENERAL OFFICE, 310 SOUTH MICHIGAN AVE., CHICAGO 4, ILLINOIS

GENERAL OFFICE CHICAGO, ILLINOIS

Secretary
State Highway Department
State of Oregon
Salem, Oregon

October 26, 1956

Dear Sir:

Bond #929047
Contract #4760
Gun-Crete Cement Co. -to-
Oregon State Highway Com.
Your Letter: 10-10-56
Claim of Central U-Drive-Truck Service
$220

Thank you for informing us of this claim.

We believe that our principal, Gun-Crete Cement Company, is financially and otherwise responsible and that they will pay this claim, if it is a just obligation. However, we are undertaking an immediate investigation and will ask that our principal take care of this matter directly with the claimant.

Incidentally, we note that the claim is for truck rental furnished after the date of completion. We will naturally explore the circumstances.

Meanwhile, we would appreciate your kindness in furnishing us the following physical and financial status:

1. What percent of the work has been completed?
2. What would be the probable date of completion?
3. Has there been a final acceptance, and if so, what date?
4. What amount has been paid to the contractor?
5. What is the amount that has been earned to date?
6. What is the contract price, including approved extras?
7. Do you have notice of any other unpaid suppliers?

NOTED
H. B. GLAISYER

Very truly yours,

James G. Roberts
James G. Roberts
Surety Claim Department

Please see next page

JGR:GM

P.S.
In the event that you still hold sums due the Gun-Crete Cement Company, then in the light of this situation, we request that you hold such funds until this situation is clarified.

James G. Roberts

RECEIVED
OCT 29 1956
OREGON
STATE HIGHWAY COMMISSION

A

RECEIVED
OCT 11 1956
FOR FILING

4-10

4760

October 10, 1956

Central U-Drive Truck Service
1095 South Commercial
Salem, Oregon

ATTENTION: R. E. Mapes

Dear Sir:

This is to acknowledge your letter of October 8 in which you make a claim against Gun-Crete Cement Company for truck rental furnished on contract #4760 for slope paving on the Chemawa Overcrossing on the R. H. Baldock Freeway in Marion County, in the sum of $220.

Continental Casualty Company, 408 Woodlark Bldg., Portland, furnished the performance bond with this contract, which bond was given to assure completion of the project and payment of all bills insurred in it.

The contract was completed August 24 and accepted by the Highway Commission on September 27, 1956. Final payment was made to the contractor on October 9, 1956. If you wish to protect your claim against the bond for a period longer than six months following completion and acceptance of the contract, it is suggested that you file your claim with the Secretary of State.

Attached are excerpts from the Oregon Laws outlining the necessary procedure for this filing. In the meantime your claim will be noted in our records and we will advise the surety and the contractor that it has been received.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:dc
Attach.

NOTED ON CARD

Salem, Oregon
Oct. 8 - 1956

Oregon State Highway Comm:
Mr H. B. Glaisyer:

Dear Sir:

we have a claim against Guncite-Cement Co. on your job contract No. 4760. Truck rental July 26 thru August 23, for two hundred and twenty dollars ($220.00).

we have sent them three statements and have received no payment. please advise.

Central U-Drive Truck Service
1095, S. Commercial.
Salem, Ore.

B. E. Mapes.

REFERRED TO
BY SECRETARY

Portland, Oregon

NOTED ON CARD

RECEIVED
OCT 11 1956
FOR FILING

24-1411

41

October 10, 1956

Continental Casualty Company
310 South Michigan Avenue
Chicago 4, Illinois

Gentlemen:

A letter dated October 8 has been received from the Capitol U-Drive Truck Service, 1095 South Commercial Street, Salem, advising that the Gen-Crete Cement Company owes them the sum of $280 for truck rental furnished from July 26 to August 23, 1956, on contract #4760 for slope paving the Chemawa Overcrossing on the R. H. Baldock Freeway in Marion County.

We provide this information as your Company appears as surety on the performance bond furnished with this contract.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

FAG:de

cc: Continental Casualty Company
Multnomah Agency, Inc.,
408 Woodlark Bldg.,
Portland, Oregon

cc: Gen-Crete Cement Company
10033 SW Barbur Blvd.,
Portland, Oregon

NOTED ON CARD

A

24-511
4760

OREGON STATE HIGHWAY DEPARTMENT
(date)
October 9, 1956

| (CONTRACT NO.) | (EST. NO.) | (CONTRACTOR) | |
|---|---|---|---|
| 4760 | 2-Final | Gun-Crete Cement Company | |
| (VOUCHER NO.) | (WARRANT NO.) | (AMOUNT) | (DATE) |
| 21340 | H-162463 | $ 6,314.51 | 10/8/56 |

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

Ruth Rawlings
ACCOUNTING DIVISION

---

Specified completion Date: 75 Workdays from 7-23-56

Time Extensions: None

Completion Date: Aug. 24, 1956

Date Accepted: Sept. 27, 1956

Penalties: None of Record

Claims: None of Record

Remarks:

---

Date: 10-9-56

To the Accounting Division:

Release of the above warrant is hereby authorized

H. B. Glaisyer
Secretary

Warrant Mailed: OCT 9 1956
Ruth Rawlings

NOTED ON CARD

RECEIVED
SEP 26 1956
FOR FILING
24-121
4760

September 26, 1956

CERTIFIED MAIL

Continental Casualty Co.
310 S. Michigan Ave.
Chicago 4, Ill.

Gentlemen:

State Highway Contract No. 4760 for slope paving on the Chemawa Overcrossing of S. P. Railroad on the Portland-Salem Expressway in Marion County was completed by the contractor, Gun-Crete Cement Company, on July 26, 1956 but has not as yet been accepted by the Highway Commission.

Final payment in the amount of $6,334.51 will be released to the contractor after acceptance by the Highway Commission. The total contract amount is $9,281.76 and no force account work was performed on the project.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Multnomah Agency, Inc.
408 Woodlark Bldg.
Portland, Oregon

NOTED ON CARD
gl

RECEIVED
SEP 10 1956
FOR FILING

[illegible]

[illegible]

September 10, 1956

Gun-Crete Cement Company
10813 S. W. Barbur Blvd.
Portland, Oregon

Gentlemen:

We enclose herewith for your files a fully executed copy of contract No. 4760 which was awarded to you by the State Highway Commission on July 12, for slope paving on the Chemawa Overcrossing of S.P. Railroad on the Portland-Salem Expressway in Marion County.

We are also sending a copy of this contract to the surety on your performance bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encl.

RECEIVED
AUG 29 1956
FOR FILING

[illegible]

4760

August 28, 1956

Mr. C. G. Polk, District Engineer
Bureau of Public Roads
408 State Highway Building
Salem, Oregon

Dear Sir:

RE: Chemawa Overcrossing
FAP BFI - 3249

Herewith Southern Pacific Bill No. 436375 final for their work on the above project. Will you please audit the bill for us. Attached is a copy of the State Railroad agreement of the project for the auditors use. If he needs any additional information to perform the audit please advise us and we will send it along.

Also enclosed is the Western Union Telegraph Company Bills No. 65 and 12 covering their work on the project. Will you please audit these bills for us.

Very truly yours,

W. C. Williams
State Highway Engineer

CAG/kcs
Enc.
cc: C. A. Gardner

A

RECEIVED
JUL 16 1956

FOR FILING
24-1011
[illegible]

July 16, 1956

Gun Crete Cement Co.
10813 Southwest Barbur Boulevard
Portland, Oregon

Gentlemen:

The State Highway Commission on July 12, 1956, awarded to you State Highway Contract No. 4760 for preparation of slope and construction of pneumatically-applied 3" slope pavement at Chemawa Overcrossing of the Southern Pacific Railroad on the Portland-Salem Expressway in Marion County.

This award was based on your bid of $8,871.20 which was the low bid submitted to the Commission on that day for this project. Contract forms will be sent to you for execution within the next few days.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

pp

cc: Messrs. Forrest Cooper
S. H. Probert
R. G. Savage, SIAC

S-5(6) Catching Slough-Chandler Bridge 1956
Sec., Coos River Secon. Hwy.

RECEIVED
APR 21 1958
FOR FILING

NOTED
W. C. WILLIAMS

April 4th, 1958

FINAL COST ANALYSIS

Catching Slough-Chandler Bridge
Contract #4761

Grade and Pave
Coos Bay Dredging Co., Contractor
John Gunter, Resident Engineer

Coos River Highway
Prefix 106-1063-201(41)

| Item | Quantity | Unit | Unit Cost | Unit Bid | Total Cost | Gross Revenue |
|---|---|---|---|---|---|---|
| Clearing & Grubbing | 100% | All | $10,070.09 | $12,370.00 | $10,070.09 | $ 12,370.00 |
| Drainage Excav., Unclass. | 1,077.79 | Cu. Yd. | 3.34 | 4.00 | 3,599.05 | 4,311.16 |
| Special Borrow Excav., Unclass. | 73,242.2 | " " | 0.51 | 0.71 | 38,300.75 | 52,001.96 |
| Truck Haul | 88,020.5 | Yd. Mi. | 0.33 | 0.39 | 28,636.91 | 34,328.00 |
| Finishing Roadbed & Slopes | 1.31 | Mile | 689.24 | 1,000.00 | 902.91 | 1,310.00 |
| 30" Corr. Metal Pipe | 45 | Lin. Ft. | 11.02 | 11.75 | 495.95 | 528.75 |
| 8" Metal Drain Pipe | 108 | " " | 2.35 | 3.50 | 254.11 | 378.00 |
| *Concrete Inlets | 2 | Each | 78.84 | 88.00 | 157.68 | 176.00 |
| * " Curbs | 14.92 | Cu. Yd. | 40.31 | 45.00 | 601.39 | 671.40 |
| **Salvage and Reinstall Guard Rail | 434 | Lin. Ft. | 1.83 | 2.25 | 795.95 | 976.50 |
| **Metal Guard Rail | 4,846 | " " | 2.57 | 3.15 | 12,442.52 | 15,264.90 |
| ** " Sight Posts | 36 | Each | 2.44 | 3.00 | 88.03 | 108.00 |
| Coarse Crushed Material in Base | 9,987.5 | Cu. Yd. | 3.60 | 3.64 | 35,934.05 | 36,354.50 |
| 3/4"-0 Mat'l. in Base | 2,800 | " " | 3.76 | 3.95 | 10,530.21 | 11,060.00 |
| Sprinkling | 520 | M/Gal. | 2.12 | 3.00 | 1,101.30 | 1,560.00 |
| Preparation of Base | 1.31 | Mile | 285.10 | 1,000.00 | 372.17 | 1,310.00 |
| ***3/4"-0 Mat'l. in Binder | 306 | Cu. Yd. | 5.60 | 5.60 | 1,713.60 | 1,713.60 |
| ***RC-3 Asphalt | 34.985 | Ton | 60.00 | 60.00 | 2,099.10 | 2,099.10 |
| ***RS-2 Asphalt | 1.3497 | " | 100.00 | 100.00 | 134.97 | 134.97 |
| ***Asphaltic Concrete Mixture | 5,327.15 | " | 7.70 | 7.70 | 41,019.06 | 41,019.06 |
| ***85-100 Asphalt in Mixture | 265.91 | " | 40.00 | 40.00 | 10,636.40 | 10,636.40 |
| ***Extra for Asph. Pavement Approaches | 38 | Each | 40.00 | 40.00 | 1,520.00 | 1,520.00 |

| Item | Quantity | Unit | Unit Cost | Unit Bid | Total Cost | Gross Revenue |
|---|---|---|---|---|---|---|
| PA #1, Purchase of Excess Materials | 100% | All | $1,879.92 | $1,879.92 | $ 1,879.92 | $ 1,879.92 |
| PA #2, Class "B" Asphaltic Concrete | 9.44 | Ton | 16.00 | 16.00 | 151.40 | 151.40 |
| ***Force Account | | | | | 4,114.20 | 4,344.09 |
| | | | | | $207,555.12 | $236,207.35 |

* Work hired done by H. Stark.
** Work hired done by R & W Construction Co.
*** Work done all or in part by Porter Yett Co.

| | |
|---|---|
| Gross Revenue | $236,207.35 |
| Total Cost | 207,555.12 |
| Net Profit | $ 28,562.23 |

Net Profit Equals 12.1% of Gross Revenue

Detail of Cost
Coos Bay Dredging Co.

Labor:

| | | | | | |
|---|---|---|---|---|---|
| Labor | | | | $24,687.02 | |
| Labor Insurance | | | | 1,955.93 | |
| Health and Welfare | | | | 413.12 | |
| | | | | | $ 27,056.07 |

Materials:

| | | | | | |
|---|---|---|---|---|---|
| 30" Corr. Metal Pipe | 45 | Lin. Ft. | at $ 5.91 | $ 265.95 | |
| 30" Corr. Metal Bands | 2 | Each | " 5.91 | 11.82 | |
| 8" Metal Drain Pipe | 108 | Lin. Ft. | " 1.23 | 132.84 | |
| 8" Metal Bands | 3 | Each | " 1.54 | 4.62 | |
| Coarse Crushed Material | 9,987.5 | Cu. Yd. | " 2.10 | 20,973.75 | |
| 3/4"-0 Material | 2,800 | " " | " 2.25 | 6,300.00 | |
| 42" Asbestos Bonded Corr. Metal Pipe | 104 | Lin. Ft. | " 13.12 | 1,364.48 | |
| 42" Iron Tide Gates | 1 | Each | " 222.15 | 222.15 | |
| Timber Sheet Piling & Bracing | | | | 240.81 | |
| 4" x 4" Timbers | | | | 26.10 | |
| Nails | 5 | Lb. | " 0.20 | 1.00 | |
| Boat Spikes | 200 | Lb. | " 0.2018 | 40.36 | |
| 3/4" x 3" Machine Bolts | 36 | Lb. | " 0.227 | 8.17 | |
| Fir Dowels | 60 | Each | " 0.3125 | 18.75 | |
| Rubber Sheeting | 3.5 | Lb. | " 0.41 | 1.44 | |
| Lumber | | | | 341.98 | |
| Other Supplies | | | | 94.55 | |
| | | | | | 30,101.25 |

Equipment Rental and Miscellaneous Expense:

| | | |
|---|---|---|
| Equipment Rental (Owned) | $32,914.90 | |
| Hired Trucks (Fully-operated) | 34,330.00 | |
| Gas, Oil and Grease | 2,490.25 | |
| Bond | 1,417.24 | |
| Small Tools | 498.92 | |
| P.L. & P.D. Insurance | 308.59 | |
| Home Office and General Overhead | 6,460.71 | |
| | | 78,420.61 |

| | | |
|---|---|---|
| Paid H. Stark | $ 759.00 | |
| Paid R & W Construction | 13,326.50 | |
| Paid Porter Yett | 57,891.69 | |
| | | 71,977.19 |

Total Cost . . . . . . . . . . . . . . . . . . . . . . . . . . . $207,555.12

Remarks:

This was a "Federal Aid [illegible] Project" located on the Coos [illegible] in Coos County. The westerly end of the project was at Station 9+00, which [illegible] the easterly end of the bridge over Catching Slough and about 2.18 miles east of the junction of the Coos River and the Oregon Coast Highways. The easterly end of the project was at Ag station 99+00, which station was approximately 0.10 mile westerly of the westerly end of the Chandler Bridge over the Coos River. The overall length of the project was 1.31 miles.

The work to be done under this contract consisted of the construction of 1.31 miles of highway roadbed, 1.31 miles of stone base, 1.31 miles of asphaltic concrete pavement and the performance of such additional and incidental work called for in the plans and specifications.

The project was bid and awarded to the Coos Bay [illegible] Company on July 13th, 1956 and was completed on August 30th, 1957. The final estimate was dated December 4th, 1957.

On July 25th, 1956 the contractor moved in and began clearing. In this work he used 2 tractors with bulldozers and a crew of from 2 to 7 men. This phase of work was completed during the week ending September 15th, 1956 except for some burning.

On August 20th, 1956 the contractor began hauling from the special borrow area to the embankment areas using a TD 24 tractor with bulldozer to push the material to a 1½ cu. yd. shovel. The materials were hauled in three 10 cu. yd. hired trucks to the embankment areas and spread with a D 8 tractor with a bulldozer. A #12 Caterpillar power grader was used to shape the haul road when necessary. This work progressed rapidly until weather conditions closed the operation down on October 20th, 1957.

The contractor installed the pipe and culvert extensions during the time he was not able to work on the embankment. On completing this work the operation was closed down entirely.

On May 6th, 1957 the contractor reopened the project and began placing the embankment using the same method of operation as before. This work was completed during the week ending June 29th, 1957.

While working on the embankment, the contractor placed course crushed material on the base where necessary to keep traffic moving. On June 20th, 1957 he started concentrating on this phase of work using a 1½ cu. yd. Hough loader to load, 3 to 5 hired trucks to haul, a #12 Caterpillar power grader, a 3-leg, 10-ton roller and a 1,200-gal. water truck to process the material. The placing of the base material was completed during the week ending August 3rd, 1957.

The binder course was placed on August 3rd, 1957, and the placing of the asphaltic concrete pavement was started on August 6th, 1957. The asphaltic concrete was mixed at the subcontractor's (Porter Yett) commercial plant located approximately 4 miles south of the city of Coos Bay on the Oregon Coast Highway. He hauled the material to the project with a varying number of trucks and placed it with a Barber-Green paver, a 3-leg roller, a 2-wheel roller and a crew of 6 men on the paving operation. This work was completed on August 15th, 1957.

Remarks (Cont'd):

The contractor then installed the guard rail and completed hauling the shoulder aggregate and doing the cleanup work on the project. All work was finished on August 30th, 1957.

The principal contractor, having high bid prices, good equipment, supervision and plan of operation, made a good profit.

M. H. Juve
Chief Cost Analyst

By . . F. W. Lugnet

1 Contract 4761

| | | |
|---|---|---|
| Monthly transaction number<br>2-46 | For 2A U.S. DEPARTMENT OF COMMERCE<br>(5-31-57) BUREAU OF PUBLIC ROADS | e<br>Oregon |
| | | County<br>Coos |
| Project report number<br>5 | MODIFICATION OF FEDERAL-AID<br>PROJECT AGREEMENT | Project number<br>S-5(6) |

The Project Agreement for the above-referenced project entered into between the undersigned parties and executed by the Division Engineer on September 28, 1956, is hereby modified as follows:

| | |
|---|---|
| Revised estimated total cost of project | $ 270,216.00 |
| Revised Federal funds | $ 156,307.00 |

Other revisions - None.

All other terms and conditions of the Project Agreement will remain in full force and effect.

This modification is effective as of the 17th day of February, 1958.

OREGON STATE HIGHWAY COMMISSION
(Official name of Highway Department)

By Chas H Reynolds

Chairman, State Highway Commission
(Title)

By W K McSwa

Member, State Highway Commission
(Title)

By

Member, State Highway Commission
(Title)

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

By C G Polk
Division Engineer

RECOMMENDED FOR APPROVAL:
STATE HIGHWAY ENGINEER

USComm-DC 11170

February 13, 1958

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

We are forwarding two copies of modification of project agreement, signed by the Highway Commission, for the Catching Slough-Chandler Bridge Section, Project No. S-5(6).

Very truly yours,

W. C. Williams
State Highway Engineer

By

S. H. Probert
Office Engineer

RMC:bb

# PROJECT AGREEMENT

**DESCRIPTION: (JOB, SECTION AND HIGHWAY)**

Catching Slough - Chandler Bridge Section
Coos River Highway
Coos County

**NATURE OF WORK:**

Grade and Pave

**CONTRACT NUMBER, CONTRACTOR AND DATE OF AWARD:**

4761 4761 Coos Bay Dredging Co.,Inc. 7-13-56

**DATE OF COMPLETION:**

Completed: 8-30-57
Accepted: 9-12-57
Final payment mailed: 12-30-57

**REMARKS:** Modification of Project Agreement to increase Amount of Federal Funds

CPB8-2236

FORM PR 3 (October 1954)

U. S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

State Oreg[illegible]
County Coos
Project No. S-5(6)

# PROJECT AGREEMENT FOR SECONDARY ROAD UNDER 1954 SECONDARY ROAD PLAN

MEMORANDUM OF AGREEMENT made this 28th day of Sept., 1956, by and between The Oregon State Highway Commission, constituting for the purpose hereof the Highway Department of the State of Oregon, hereinafter called the Highway Department, and the Commissioner of Public Roads, Bureau of Public Roads, Department of Commerce, hereinafter called the Commissioner, pursuant to the provisions of the Act of Congress approved July 11, 1916 (39 Stat., 355), as amended and supplemented.

WITNESSETH:

WHEREAS, the Highway Department of said State has submitted a program, which was approved on the 10th day of May, 1956, for the project hereinafter described; and

WHEREAS, the Highway Department has furnished a contract estimate or force account estimate for said project; and

WHEREAS, State or local funds have been made available for the project in accordance with the requirements of the aforesaid Act of July 11, 1916, as amended and supplemented.

NOW, THEREFORE, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Commissioner do hereby mutually agree as follows:

## WORK EMBRACED IN PROJECT

ARTICLE I. This agreement covers the following work as briefly described in the program:

Being 1.307 miles of grading, draining, and two-lane high type pavement, (Character of work)

between FA Route 2 near Coos Bay and a road junction northeast of Allegany, (Control points)
consisting of 1.307 miles of roadway and no (Number) bridges [illegible]

## CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE II. The Highway Department will construct or cause to be constructed to final completion said project under its direct supervision, which shall include adequate inspection throughout the course of construction, and in accordance with the standards and procedures approved by the Commissioner under its 1954 Secondary Road Plan.

## UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE III. The United States pro rata share of the cost of the project covered by this agreement shall not in any event exceed the sum of one hundred fifty thousand and 00/100 dollars ($150,000.00), which does not exceed the authorized United States pro rata share of the approved total estimated cost of said project, which is two hundred fifty eight thousand, two hundred fifty five and 80/100 dollars ($258,255.80).

## PAYMENTS

ARTICLE IV. As the work on said project progresses, or upon its completion, and upon receipt of vouchers from the Highway Department, the Commissioner shall from time to time submit schedules of vouchers certified by him to the Secretary of the Treasury for payment to the official or depository authorized under the laws of said State and designated by the Highway Department to receive public funds.

The Commissioner reserves the right to withhold such sums as he may deem necessary to insure completion of the work in compliance with this agreement.

## MAINTENANCE OF PROJECT

ARTICLE V. The Highway Department will be responsible for the maintenance of said project in compliance with said Act of July 11, 1916, as amended and supplemented, and will use every means within its power to insure proper and permanent maintenance thereof.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures as of the day and year first above written.

OREGON STATE HIGHWAY COMMISSION
(Official title of Highway Department)

By Ben R Chandler
Chairman, State Highway Commission
(Title)

By Chas H Reynolds
Member, State Highway Commission
(Title)

By Wm McKay
Member, State Highway Commission
(Title)

Attest
SECRETARY

RECOMMENDED FOR APPROVAL:
STATE HIGHWAY ENGINEER

COMMISSIONER OF PUBLIC ROADS
By
Division Engineer, Bureau of Public Roads

—33205

RECEIVED
SEP 24 1956
OREGON DISTRICT

August 27, 1956

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

We are enclosing four copies of estimate as a basis for project agreement for the Catching Slough-Chandler Bridge Section, Project No. S-5(6).

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

RWC:ia

Encl.

Oregon State Highway Department

Federal Aid Secondary
Project No. S-5(6)

## CATCHING SLOUGH-CHANDLER BRIDGE SECTION
## OF THE COOS RIVER HIGHWAY IN COOS COUNTY

(Estimate as a basis for project agreement. Based on low bid prices.)

Salem, Oregon, August 23, 1956

Type Code 6201
Roadway (Sta. 30+00 to Sta. 99+00=30+45.17)(Contract No. 4761)

| | | | | |
|---|---|---|---|---|
| All | Required | Clearing and Grubbing | | $ 12,370.00 |
| 1,600 | cu. yds. | Drainage Excavation, Unclassified | $ 4.00 | 6,400.00 |
| 74,200 | cu. yds. | Special Borrow Excavation, Unclassified | 0.71 | 52,682.00 |
| 88,000 | cu. yds. | Truck Haul | 0.39 | 34,320.00 |
| 1.31 | miles | Finishing Roadbed and Slopes | 1,000.00 | 1,310.00 |
| 50 | lin. ft. | 30-inch Corrugated Metal Pipe | 11.75 | 587.50 |
| 110 | lin. ft. | 42-inch Asbestos Bonded Corrugated Metal Pipe | 26.00 | 2,860.00 |
| 80 | lin. ft. | 8-inch Metal Drain Pipe | 3.50 | 280.00 |
| 1 | only | 42-inch Metal Tide Gate | 420.00 | 420.00 |
| 3 | only | Concrete Inlets | 88.00 | 264.00 |
| 16 | cu. yds. | Concrete Curbs | 45.00 | 720.00 |
| 470 | lin. ft. | Salvaging and Reinstalling Guard Rail | 2.25 | 1,057.50 |
| 5,300 | lin. ft. | Metal Guard Rail | 3.15 | 16,695.00 |
| 24 | only | Metal Sight Posts | 3.00 | 72.00 |
| 7,400 | cu. yds. | Coarse Material in Base | 3.64 | 26,936.00 |
| 2,200 | cu. yds. | 3/4" - 0 Material in Base | 3.95 | 8,690.00 |
| 230 | M-gal. | Sprinkling | 3.00 | 690.00 |
| 1.31 | miles | Preparation of Base | 1,000.00 | 1,310.00 |
| 440 | cu. yds. | 3/4" - 0 Material in Binder Course | 5.60 | 2,464.00 |
| 70 | tons | RC-3 Asphalt | 60.00 | 4,200.00 |
| 30 | tons | RS-2 Asphalt | 100.00 | 3,000.00 |
| 5,500 | tons | Asphaltic Concrete Mixture | 7.70 | 42,350.00 |
| 330 | tons | 85-100 Asphalt in Mixture | 40.00 | 13,200.00 |
| 30 | only | Extra for Asphaltic Concrete Approaches | 40.00 | 1,200.00 |
| 100 | cu. yds. | Aggregate in Pavement Seal | 7.00 | 700.00 |
| | | | Subtotal | $234,778.00 |
| | | | 10% Engr. & Cont. | 23,477.80 |
| | | | Total | $258,255.80 |

Length of Roadway 1.307 miles
Cost of Roadway per mile $197,594.33

| | |
|---|---|
| Federal Funds- - - - - - - - - - - - - - - - - - - - - - - - - - | $150,000.00 |
| State Funds- - - - - - - - - - - - - - - - - - - - - - - - - - - | 108,255.80 |
| | $258,255.80 |

State Funds for Const: Chap. 175, laws 1917; Chap. 31, laws 1920; Chap. 529, laws 1939.
State Funds for Maint: Chap. 529, laws 1939.

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OREGON STATE HIGHWAY DEPARTMENT
(date)
December 30, 1957

| | | | |
|---|---|---|---|
| (CONTRACT NO.) 5(6) | (EST. NO.) | (CONTRACTOR) | |
| 4761 4761 | 12-Final | Coos Bay Dredging Co., Inc. | |
| (VOUCHER NO.) | (WARRANT NO.) | (AMOUNT) | (DATE) |
| 29529 | H 200139 | $ 7,094.95 | 12/27/57 |

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

G. R. Winchcomb
ACCOUNTING DIVISION

Specified completion Date: 130 workdays from 8-1-56

Time Extensions: None

Completion Date: Aug. 30, 1957

Date Accepted: Sept. 12, 1957

Penalties: None of record

Claims: None of record

Remarks:

Date: Dec. 30, 1957

To the Accounting Division:

Release of the above warrant is hereby authorized

H. B. Glaisyer
Secretary

Warrant Mailed: DEC 30 1957
GRW

NOTED ON CARD

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DEC 13 1957
FOR FILING

Dec. 12, 1957

CERTIFIED MAIL

Seaboard Surety Co.
Hansen & Rowland, Inc.
1300 Puget Sound Bank Bldg.
Tacoma, Wash.

Gentlemen:

State Highway Contract No. 4761 for work performed on the Catching Slough-Chandler Bridge Section of the Coos River Highway in Coos County was completed by the contractor, Coos Bay Dredging Co., Inc., on Aug. 30, 1957, and was formally accepted by the Highway Commission on Sept. 12, 1957.

Final payment in the amount of $7,094.95 will be released to the contractor on or after Dec. 23, 1957. The total contract amount is $236,207.35, of which amount $4,344.09 represents force account items.

The State is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the State assumes no responsibility for such claims should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

cm

cc: Seaboard Surety Co.
75 Maiden Lane
New York 38, N.Y.

NOTED ON CARD
ems

RECEIVED
NOV 25 1957
FOR FILING

4761

Nov. 22, 1957

CERTIFIED MAIL

Seaboard Surety Co.
Hansen & Rowland, Inc.
1300 Puget Sound Bank Bldg.
Tacoma, Wash.

Gentlemen:

The State Highway Commission is prepared to release semi-final payment to Coos Bay Dredging Co., Inc., in connection with Contract No. 4761, for grading and paving on the Catching Slough-Chandler Bridge Section of the Coos River Highway in Coos County. This payment, in the amount of $954.05, will be released to the contractor on or after Dec. 2, 1957. The retained percentage is $7,085.95.

The State is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the State assumes no responsibility for such claims should there be any.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

cc: Seaboard Surety Co.
75 Maiden Lane
New York 38, N.Y.

NOTED ON CARD
Em

RECEIVED
1957

4/11

Sept. 19, 1957

CERTIFIED MAIL

Hansen & Rowland, Inc.
1300 Puget Sound Bank Bldg.
Tacoma, Wash.

Gentlemen:

It is the intention of the State Highway Commission to release to Coos Bay Dredging Co., Inc., a portion of the funds heretofore retained by the Commission on Contract No. 4761, for grading and paving on the Catching Slough-Chandler Bridge Section of the Coos River Highway in Coos County.

This payment, in the amount of $56,557.39, reduces the retained percentage to 3% of the total amount earned by the contractor, or the sum of $6,737.43. The present payment will be released on or after Sept. 30, 1957.

The State is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands insurred in the performance of such work and remaining unsatisfied, and the State assumes no responsibility for such claims should there be any.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

cm
cc: Seaboard Surety Co.
75 Maiden Lane
New York 38, N. Y.

NOTED ON CARD

RECEIVED
SEP 19 1957
FOR FILING

4761

September 18, 1957

Hansen & Rowland, Inc.
625 Dexter Horton Building
Seattle 4, Washington

Attention: Mr. Leonard E. Frank, Manager
Surety Bond Department

Gentlemen:

In reply to your letter of September 12 concerning Contract No. 4761 for work on the Catching Slough-Chandler Bridge Section of the Coos River Highway, awarded to Coos Bay Dredging Co., Inc., Coos Bay, our records show that on Estimate No. 9, dated August 30, 1957, a total amount of $207,125.17 had been paid to the contractor and there was retained at that time the sum of $17,608.35. These figures are not from the voucher as it is not available but are taken from the engineer's estimate sheet.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:fp

1

**HANSEN & ROWLAND INC.**
GENERAL AGENTS
SURETY BONDS - GENERAL INSURANCE
625 DEXTER HORTON BUILDING — PHONE ELiot 4787
SEATTLE 4, WASHINGTON

H & R INC
"Since 1890"

TACOMA
SEATTLE
PORTLAND
LOS ANGELES
SAN FRANCISCO

September 12,1957

THIS COMMUNICATION IF SIGNED AS AGENT OR AGENTS SHALL BIND IN SUCH CAPACITY ONLY
PLEASE ADDRESS ALL COMMUNICATIONS TO HANSEN & ROWLAND INC. NOT TO INDIVIDUALS

Oregon State Highway Department
Salem, Oregon

Re: Bond No. 61724-Coos Bay Dredging Company, Inc.-as-Contract for Grading & paving catching Slough-Chandler Bridge No. 4761

Gentlemen:

On August 12,1957 we sent you a contract inquiry letter on the above captioned bond, which we inquired as to how much the contract is completed, the probable date of completion and how much has been paid the contractor to date. As yet we have not had an answer on the letter, and we would appreciate hearing from you as soon as possible so that we may bring our files up-to-date.

With kind regards, we are

Very truly yours,

HANSEN & ROWLAND, INC.
General Agents

Leonard E. Frank

Leonard E. Frank,Mgr.
Surety Bond Department

jac

Paid as of est #9, 8-30 224,733.52 grand total
retained 17,608.35
pd to Contractor 207,125.17
voucher not available
figures above from engrs. estimate

REFERRED TO
BY SECRETARY

RECEIVED
SEP 1[illegible]

RECEIVED
SEP 13 1957

COMMISSIONERS
BEN R. CHANDLER, CHAIRMAN
COOS BAY

CHAS. H. REYNOLDS, MEMBER
LA GRANDE

M. K. MCIVER, MEMBER
PORTLAND

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

4761 —

September 16, 1957

Mr. Porter W. Yett
6500 N. E. Ainsworth Street
Portland 13, Oregon

Re: Catching Slough-Chandler Bridge
Coos River Highway
Contract No. 4761

Dear Mr. Yett:

Your billing of August 30th in the amount of $152.46 for the driver of a pilot car on the above captioned project has been referred to this office.

The pertinent specifications dealing with flagging and reimbursement to the contractor for the same are quite clear. The duties of the flagmen are well defined and such duties as set forth certainly do not fit a pilot car driver. The intent of the specifications nor the wording of the same would permit no interpretation which would allow reimbursement for your pilot car driver. We are unable, therefore, to allow this claim.

Very truly yours,

Tom Edwards
Construction Engineer

By L. H. Young
L. H. Young
Ass't Construction Engineer

LHY:jc

cc Forrest Cooper
C. H. Maison
S. H. Probert
F. D. Morgan

NOTED
FORREST COOPER

RECEIVED
SEP 17 1957
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
SEP 5 - 1957
FOR FILING

S-5(6)

4761

September 4, 1957

Mr. C. C. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

This is to advise you that work was completed on August 30, 1957, on Contract No. 4761, Catching Slough-Chandler Bridge Section, in Coos County, in connection with Federal Aid Project No. S-5(6).

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

DBR:cr
cc: Clarence G. Swanson

Form E-1—10M—12-36

OREGON STATE HIGHWAY DEPARTMENT

# Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending August 31, 1957

Section Catching Slough- Chandler Bridge

Kind of work Grading & Paving

Highway Coos River County Coos

Section prefix 106-1063

Contractor Coos Bay Dredging Co.

Contract number 4761

Date of contract July 13, 1956

Specified work days 130

Date work started July 25, 1956

Work days used 120

Project authorization $271,336.59

Exclusive of engineering $252,041.56

Per cent of time elapsed 91 %

Estimated cost of completed project, exclusive of engineering $252,041.56

Estimated per cent overrun or underrun none %

Per cent of contract completed, based on total contract price 100 %

Engineering authorization $19,295.04

Engineering cost to date $21,000, 109 %

Date project was completed August 30, 1957

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Contractor has completed the painting of the guard rails. General clean up work on slopes and shoulders was also done.

State stripeing crew striped the center line and traffic interchange at Chandler Bridge.

Lighting and replacing of mail boxes by state forces remains to be done.

L. R. Chandler in office on Tuesday

F. Mills went over project on Friday

CONSTRUCTION DIVISION
RECEIVED
1957

MAILED

NOTED E B
CE ACE CSL

Noted
M. N. Juve

Signed

Address Box 496 North Bend, Oregon

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

State Printing 134

| | GRADING | SURFACING | MAINTENANCE MATERIALS | OIL AND BITUMINOUS MACADAM | PAVING |
|---|---|---|---|---|---|
| Miles in project | 1.31 | 1.31 | | 1.31 | 1.31 |
| Miles partially completed | | | | | |
| Miles completed | 1.31 | 1.31 | | 1.31 | 1.31 |
| Total estimated quantities (contract) | 74,200 cy | 10,140cy | | 430 ton | 5,500 ton |
| Total quantities corrected to date | " | 12,800cy | | 300 ton | 5,536 ton |
| Estimated quantities moved or placed to date | 68,000 | " | | " | " |
| Average daily quantities | | | 1,000 ft. | | |
| Average daily quantities necessary to complete project on time | | | | | |
| Number shifts per day | | | 1 | | |
| Hours per shift | | | 8 | | |
| Average force on project for week | | | 2 | | |

| | |
|---|---|
| Men | 2 |
| Supervision | |
| Men and trucks under 3 tons | 1 |
| Men and trucks over 3 tons | |
| Men and tractors | |

Equipment used during week: Shovels ........., Power graders ........., Rollers .........; Mixers ........., Crushing or screening plants .........

Compressors ........., Bulldozers ........., Compaction rollers ........., . . . . ........., Paint truck...., . . . . .........

| | WEATHER | HRS. DELAY | CAUSE OF DELAY |
|---|---|---|---|
| Sunday | Fair | | |
| Monday | " | | |
| Tuesday | " | | |
| Wednesday | " | | |
| Thursday | " | | |
| Friday | " | | |
| Saturday | | | |

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MAY 27 1957
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4761

Salem, Oregon
March 6, 1957

Agenda Item 1B-12

File No. 24589-L-2582 - RW-17648
File No. 25502-RW-17648
Catching Slough-Chandler Bridge
Coos River Highway

Mr. R. L. Porter
Right of Way Engineer
Office

Attached hereto for further handling is a fully executed Easement to West Coast Telephone Company permitting construction of a telephone pole line on the right of way of the Coos RiverHighway at Catching Slough, Coos County.

A conformed copy of the above easement has been retained in this office.

Secretary

rn
Attach: 1

REFERRED TO
BY SECRETARY

2/28

AGENDA
FEB 28 1957

1B-12

1B-12

FORM 230—12½M—6-55—99209

## OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

February 20, 1957
Salem, Oregon

SUBJECT: Agenda Item-Feb. 28-Mar. 1st Meeting
File No. 24589-L-2582
File No. 25502
Catching Slough-Chandler Bridge
Coos River Highway

To: Mr. H. B. Glaisyer
Secretary
OFFICE

L

1 copy [illegible] signed

Attached in duplicate is an easement form for the Highway Commission to convey a 20 foot right of way of 0.22 acre to the West Coast Telephone Company to relocate its telephone line back of the cut slope at the west end of the relocated Chandler Bridge across Catching Slough in Coos County. The line was on an easement where the State acquired fee title as right of way. To place the Telephone Company in the same position, it is necessary that the State secure or grant them an easement for the line.

Under Agenda Item 1B-16, on August 16, 1956, the Commission approved paying an estimated $2,110.00 for the relocation of this telephone line. That bill has been paid in the sum of $1,416.60. Reduction was due to power line and telephone lines being placed on the same poles.

If the Commission approves this transaction, they should sign the original of the enclosed easement. The easement form as submitted bears the approval of the Assistant Counsel, Acting Chief Counsel and Deputy State Highway Engineer. When fully executed, please return to this office for further handling.

R. L. Porter
R. L. PORTER
Right of Way Engineer

EFS:jm
Encl: Easement in duplicate

Ⓐ
1 COPIES TO
BE SIGNED

R.E

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S-5(6)

4761

# OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Roseburg, Oregon
February 1, 1957

SUBJECT: Pole Lines
Catching Slough-Chandler Bridge Section
Coos River Sec. Hwy.
Pole Permit No. 4869

To: F. W. Farrar
Utilities Permit Engineer

The Pacific Power and Light Company and the West Coast Telephone Company have made verbal application to change the location of three poles on the subject construction project. The three poles are located at Station 75+20, 80+80, and 83+50. They wish to move these poles to a point 9 feet inside the right-of-way line instead of only 1 foot inside. The three poles used down guys and the companies are unable to secure an easement from the adjacent owner for land upon which to place the down guys. Therefore their request to move far enough inside the right-of-way line to be able to place anchors for the down guys on state right-of-way.

If the move is allowed, the poles would be located about 8' outside our new toe of fill.

We realize that the inablity to secure an easement for the anchors is a problem difficult of solution. We also feel that the policy as established that the poles must be placed one foot from the right-of-way line is a good one. Since the one foot rule is a policy, and since it has caused hardships in the past we recommend that the utility companies be denied their request.

F. B. Klaboe
Ass't Division Engineer

so
W.W. Stiffler
cc George Baker

RECEIVED
FEB 4 1957
OFFICE OF
STATE HIGHWAY ENGINEER

NOTED
W. W. STIFFLER

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FOR FILING

S-5 (6)

4761

August 13, 1956

Coos Bay Dredging Co.,Inc.
P. O. Box 217
Coos Bay, Oregon

Gentlemen:

We enclose herewith for your files a fully executed copy of contract No. 4761, which was awarded to you by the State Highway Commission on July 13, covering the Catching Slough-Chandler Bridge Section of the Coos River Highway in Coos County.

We are also sending a copy of this contract to the surety on your performance bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

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encl.

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FOR FILING

FORM E30—12½M—8-55—88209

AGENDA
AUG 16 1956
1-B-16
1B-16

S-5 (6)

4761

**OREGON STATE HIGHWAY DEPARTMENT**
**INTER-DEPARTMENT CORRESPONDENCE**

Salem, Oregon
August 9, 1956

**SUBJECT:** AGENDA ITEM FOR AUGUST 16-17 MEETING
Telephone Lines
Catching Slough-Chandler Bridge Sect.
Coos River Secondary Highway

**To:** Mr. H. B. Glaisyer
Secretary
OFFICE

L

Please place on the next agenda the matter of compensating the West Coast Telephone Company for adjusting the telephone line that is situated on their own easement and which is affected by our construction. The Highway Commission is to be billed on a time and material basis, the estimated cost of the work being $2,110.00.

R. L. Porter
R. L. Porter
Right of Way Engineer

RLP:smj

APPROVED BY HIGHWAY COMMISSION
DATE 8/16/56
Secretary

R 5

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AUG 1 1956
FOR FILING

S-5 (6)

4761

July 31, 1956

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

This is to advise you that work was started on July 25, 1956, on Contract No. 4761, Catching Slough-Chandler Bridge Section, in Coos County, in connection with Federal Aid Project No. S-5(6).

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Deputy State Highway Engineer

MCW:ia

A

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|---|
| 5-5 (6) |
| |
| 4761 |

July 16, 1956

Coos Bay Dredging Co., Inc.
Box 217
Coos Bay, Oregon

Gentlemen:

The State Highway Commission on July 13, 1956 awarded to you State Highway Contract No. 4761 for grading and paving the Catching Slough-Chandler Bridge Section of the Coos River Highway in Coos County.

This award was based on your bid of $234,778.00 which was the low bid submitted to the Commission on that day for this project. Contract forms will be sent to you for execution within the next few days.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

blm

cc: Forrest Cooper
S. H. Probert
R. G. Savage, SIAC

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MAY 8 - 1956
FOR FILING

FORM 530—50M—2-55—82986
Const
[illegible]
Cost Sec.

# OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
April 27, 1956

**SUBJECT:** Catching Slough-Chandler Bridge
Coos River Secondary

**To:**

Mr. G. S. Paxson
Ass't State Highway Engineer

OFFICE

I am submitting herewith seven prints showing the proposed relocation of the Coos River Highway within the City ~~of Coos Bay~~ Eastside.

This is for the purpose of notifying the city so they can object if they feel so inclined. The present work contemplated within the city is only that of borrowing material for use on construction of that part of the highway lying outside. However, we must obtain the right of way for the borrow area which lies within the city.

L. H. Young
L. H. Young
Ass't Construction Engineer

LHY:ep

Attach 7

[illegible]

RECEIVED
APR 30 1956
OFFICE OF
STATE HIGHWAY ENGINEER

APPROVED
[illegible]
ASST. STATE HIGHWAY ENGINEER
Date May 7 1956

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FEB 16 1956
FOR FILING

Const
R/W
Coos River Sec

February 15, 1956

Oregon State Highway Commission

Gentlemen:

We have completed our survey for reconstruction of the Catching Slough-Chandler Bridge Section of the Coos River Secondary Highway in Coos County, and I attach hereto a sketch map indicating the survey. With the exception of changes at either end of the proposed project to eliminate existing sharp curvature, the alignment in general follows the existing roadway. We have raised the grade above high waters and widened on the southerly side to obtain a roadbed section meeting AASHO standards. We are unable to evolve any plan whereby widening could be done on the northerly side, as this involves the filling of Coos River channel and the Army Engineers will not permit this to be done.

We have tentatively earmarked for this project the sum of $300,000 as a reserve item in Division No. 3 Secondary Highway Funds. This project is estimated to cost $250,000. This would leave $50,000 in reserve, and it is proposed to transfer $40,000 of this amount to the Yellow Creek Section on the Powers Secondary Highway. We had an allocation of $25,000 to reconstruct this section which was primarily for the purpose of replacing the existing bridge across Yellow Creek, which is inadequate. However, it did not appear advisable to replace the bridge on existing alignment, which is inferior, and investigation indicated that we should construct approximately one-half mile of new highway in order to place the bridge on proper alignment. This has resulted in the present estimate of cost of $65,000.

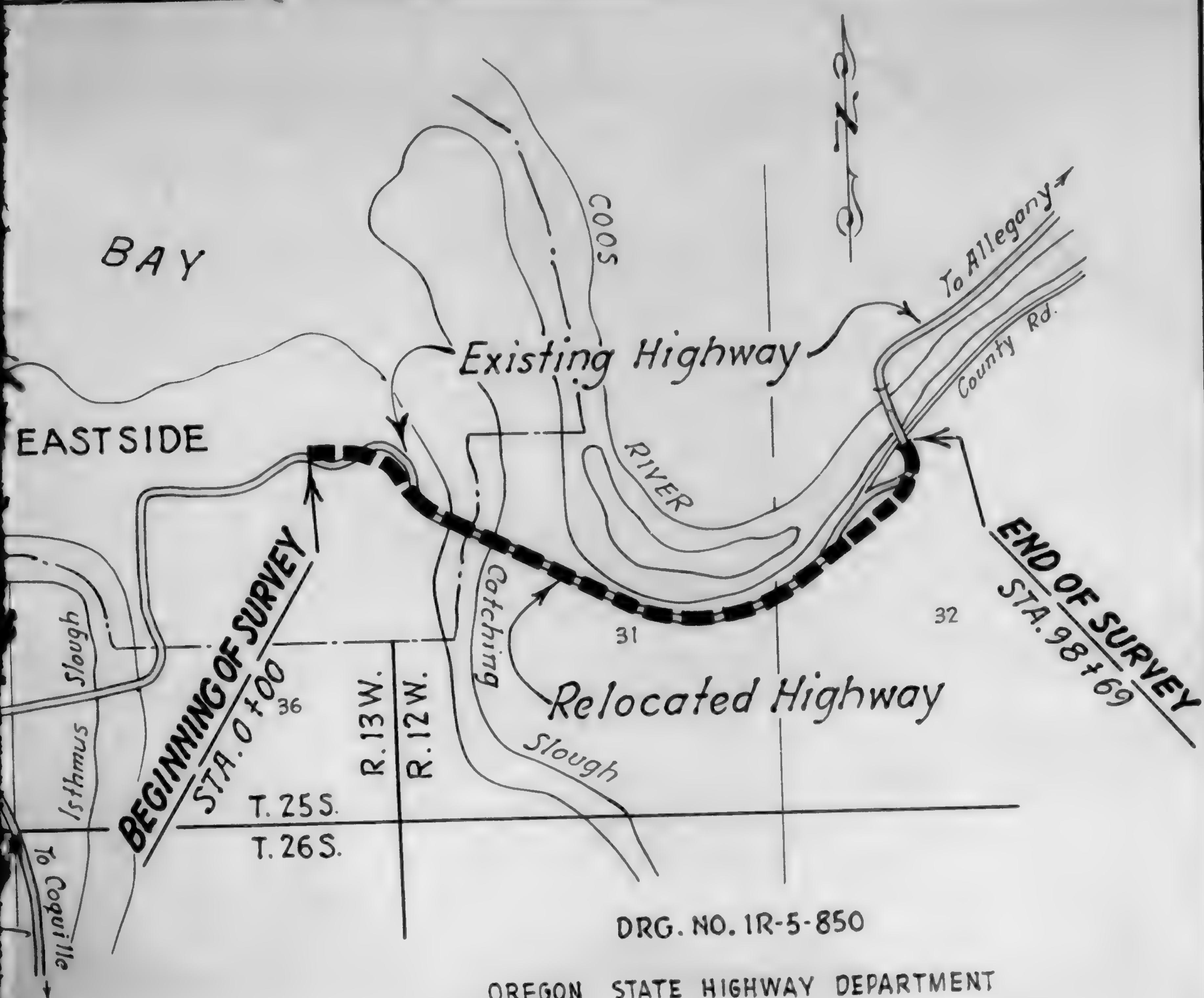
It is respectfully requested that you approve the survey for the Catching Slough-Chandler Bridge Section as indicated by the sketch map and further approve the transfer of $40,000 from reserve funds to the Yellow Creek Section of the Powers Secondary Highway.

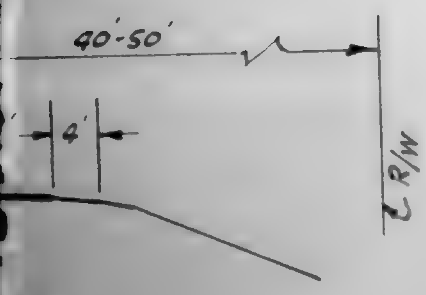
Very truly yours,

R. H. Baldock
State Highway Engineer

Attachment
cc Mr. Forrest Cooper
   Mr. R. L. Porter
WCW:me fn
   Mr. C. H. Maison
   Mr. S. H. Probert

1R-5-850





ECTION

DRG. NO. 1R-5-850

OREGON STATE HIGHWAY DEPARTMENT

Survey Approval Map

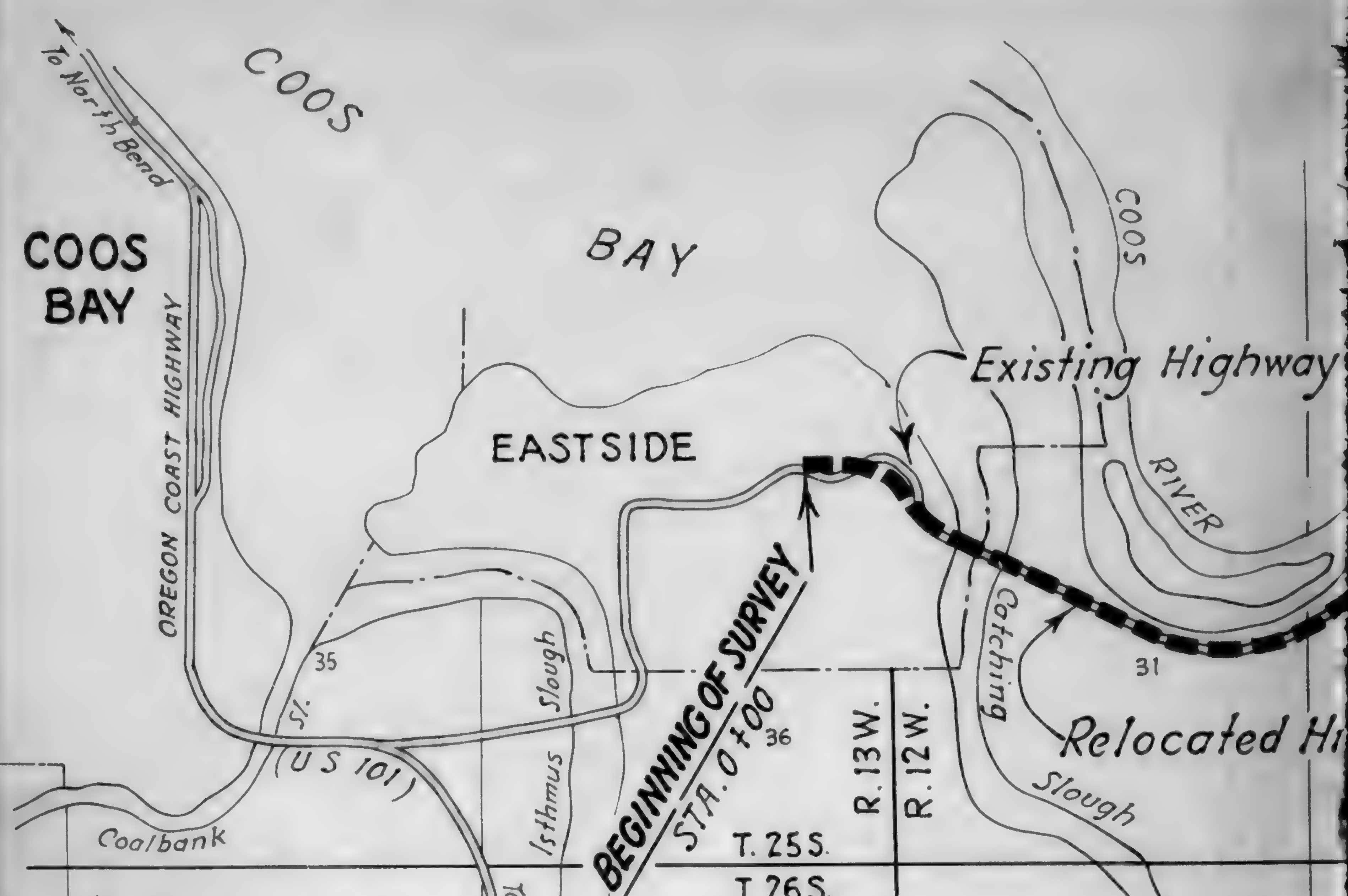
## CATCHING SLOUGH-CHANDLER BRIDGE SECTION

COOS RIVER HIGHWAY

COOS COUNTY

Scale: 1" = 2000'  Jan., 1956

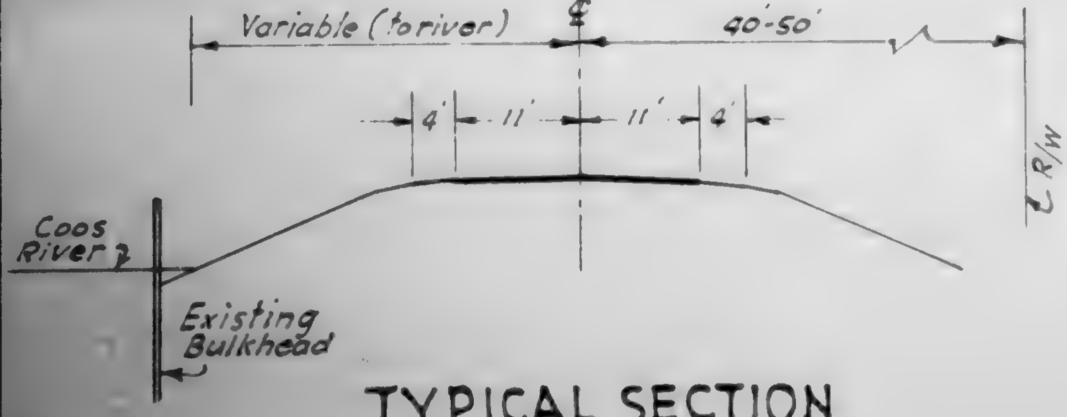
For details see DRG. NO. 6B-20-6



**APPROVED**

DEPUTY STATE HIGHWAY ENGINEER

Date 2-14-56



TYPICAL SECTION

DRG. NO. 1R-5-

OREGON STATE HIGHWAY

Survey Approva

## CATCHING SLOUGH-CHAN

COOS RIVER HI

COOS COUNT

Scale: 1" = 2000'

For details see DRG

FORM E30—50M—2-55—62986

**OREGON STATE HIGHWAY DEPARTMENT**

**INTER-DEPARTMENT CORRESPONDENCE**

Salem, Oregon
January 13th, 1956

**SUBJECT:** Survey Approval Map
Catching Slough-Chandler Bridge

To: Mr. W. C. Williams
Deputy State Highway Engineer
Office

NOTED
W. C. WILLIAMS

I hand to you herewith copies of a survey approval map on the Catching Slough-Chandler Bridge Section of the Coos River Secondary. This job has been reworked in accordance with your instructions to the cross section shown on the maps.

While it has apparently never been programmed, there is sufficient secondary money in Division 3 to do the work. The cost is estimated at $245,000.

Forrest Cooper
Construction Engineer

FC:AR
Enc.

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FOR FILING

FORM E-90X—80,000—10-54—79484
Const
RW
Coos R. Sec.

5909

# OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
January 10, 1956

SUBJECT: Catching Slough-Chandler Bridge
Coos River Secondary

To: Mr. R. L. Porter
Right of Way Engineer

OFFICE

It is requested that you have a right of way appraisal made of the subject-named section.

A white print right of way map covering this section should be available by January 17.

L. H. Young
L. H. Young
Assistant Construction Engineer

LHY:dt

cc - Mr. W. C. Williams

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FORM E-30X—50,000—10-54—78484

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Coos River Se

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**OREGON STATE HIGHWAY DEPARTMENT**

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
July 29th, 1955

SUBJECT:

To: Mr. Tom Edwards
Division Engineer

NOTED
W. C. WILLIAMS

In connection with the reconstruction of the Coos River Secondary Highway between Catching Slough and Chandler Bridge, I hand to you herewith copy of a letter from Deputy State Highway Engineer Williams which contains the necessary instructions for completing this survey.

I suggest that you show Resident Engineer Klabee Mr. Williams' remarks re his report, to which I would like to add my endorsement.

Forrest Cooper
Forrest Cooper
Ass't. Construction Engineer

FC:AR
Enc.

cc to: W. C. Williams

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JUL 29 1955
OFFICE OF
STATE HIGHWAY ENGINEER

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Salem, Oregon
July 27, 1955

Mr. Forrest Cooper

Based on the very excellent report submitted by Resident Engineer Klaboe, augmented by comments and recommendations by Tom Edwards, Mr. Baldock and I agree that we should not attempt to fill in and restrict the channel of Coos River in the improvement of the Coos River Secondary Highway between Catching Slough and Chandler Bridge. However, it is requested that you modify the original survey by reduction of the width to 22 feet of pavement and four-foot shoulders. Also, we believe the original grade line as laid is unnecessarily high and might be lowered somewhat. Please do not make any extensive surveys, but, using existing data, re-design the original to conform with the lowered standard as set forth above.

As soon as you can obtain these data, please submit them to me so that a report may be prepared to the Highway Commission.

W. C. Williams

WCW:me

FORM E30—50M—10-54—79485

**OREGON STATE HIGHWAY DEPARTMENT**

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
July 11th, 1955

SUBJECT:

To: Mr. W. C. Williams
Deputy State Highway Engineer

W. C. WILLIAMS

For some time we have been investigating the location of the Coos River Secondary between Catching Slough and Chandler Bridge, the latest communication from your office being Assignment #5907 in which you requested that a study of the entire matter be made, which has been done. I am attaching copies of a very excellent report written by Resident Engineer Klaboe and comments and recommendations from Edwards. Summing up, it would appear that:

1. We should not risk restricting the channel of Coos River as this would doubtless lead to litigation.

2. If the improvement is going to be undertaken, it should be along the lines, grade elevations and cross sections proposed in the original survey.

Will you please instruct us.

Forrest Cooper

Forrest Cooper
Ass't. Construction Engineer

FC:AR
Enc.

RECEIVED

FORM E-30X—50,000—10-54—79484

# OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Roseburg, Oregon
July 7, 1955

SUBJECT:

To: H. G. Smith
Construction Engineer

Dear Sir:

Reply is made to your letter of June 29 concerning communication from Mr. Ragsdale, of the Army Engineers, to Mr. Baldock concerning flooding of the area known as Watsonville in January and November of 1953. Resident Engineer Klaboe has prepared a very comprehensive report which I attach.

The area known locally as Watsonville is that area or group of houses located adjacent to the South Coos River Road immediately easterly or up Coos River from the newly constructed Chandler Bridge. On the old straight line charts which carried mileage of the Coos River Secondary via the Enegren Ferry Crossing it would be approximately M.P. 3.7 to 4.2. This is on the southerly side of the Coos River.

Klaboe's report indicates that the floods were disastrous. He indicates further that they were the first since the highway was constructed 27 years ago.

I attach also a preliminary report dated May 27 from Klaboe in which he has made a comparison of quantities using the old and new proposals. The original plan contemplated general excavation in the amount of 117,000 cubic yards. The new plan indicates a total of 101,559 cubic yards of general excavation plus rip-rap. You will note that the new plan achieves a saving by reduction of shoulder width from 8 feet each side to 4 feet each side, and a further reduction by reducing the finished grade elevation from 9.0 feet to 7.5 feet. The indicated amount of dredging in Klaboe's report to provide alternate waterway area in the river would be 50,000 yards.

From these facts the only conclusion which can be drawn is that the alternate plan will be more expensive than the original and that a substandard facility would result.

NOTED
FORREST COOPER

With respect to the windbreak which would be destroyed on the original plan, I would suggest conferring with Landscape Engineer Astrup to determine if a replanting of a fast-growing type of bush or shrub could in the near future satisfactorily replace the windbreak which would be destroyed.

I must, in view of the data obtained, recommend against construction of the alternate plan.

Very truly yours,

Tom Edwards

Tom Edwards
Division Engineer

TE:gb
Encls.

RECEIVED
[illegible] 1955
OFFICE OF
CONS[illegible] ENGINEER

FORM 230—50M—4-54—74366

**OREGON STATE HIGHWAY DEPARTMENT**

INTER-DEPARTMENT CORRESPONDENCE

North Bend, Oregon
July 6, 1955

SUBJECT: Catching Slough- Chandler Bridge Section
Coos River Secondary Highway

To:

Mr. Tom Edwards
Division Engineer
Roseburg, Oregon

Dear Sir:

The following information on the above named section of highway is submitted in accordance with your instructions of July 1, 1955.

I have talked with a Mr. John Hendrickson who lives in the area designated Watsonville. Mr. Hendrickson is a real old timer. He is 85 years old, still active both mentally and physically, has lived along the Coos River since 1890. He states that the two floods of 1953 (Jan. and Nov.) were the first floods in this area since the highway was constructed there some 27 years ago. He considered the floods very damaging and very severe. All the homes of Watsonville had 3-5 feet of water in them. While no lives were lost, quite a few cattle drowned. Since that time most of the houses in the area have been raised 6-8 feet. This raising cost from $700 to $2000 apiece. Mr. Hendrickson also states that property values have dropped at least 50% since the floods, both floods did about the same damage, and the water rose to about the same height in both floods. Flood damage to the houses in the area is still evident.

I went to the local newspaper office and read the papers for the period of these floods. On the front page of the Coos Bay Times issue of Jan. 19, 1953 appears two pictures of the flood on the Coos River. The first picture shows the water up to within about 1½ feet of the eaves of the house just East of the Lillian Slough Bridge. The caption reads "The Lillian Slough Bridge was practically the only thing not flooded in the area just above the new Coos River Highway Bridge Sunday afternoon. This photograph was made from the new bridge looking upstream."

The second picture is captioned "Coos River filled the entire valley North of Lillian Slough. A cluster of about 10 houses just North of the new Coos River Bridge was flooded to the window level. In this photograph, the normal river banks are outlined by the row of piling in the foreground and the dark line just in front of the houses, The dark line is the Coos River Highway. Photo made from the new highway."

This flood was general throughout this area. You will recall the extreme damage that occurred around Gold Beach at this time. The paper for this week was full of flood information. Numerous articles refer to the Watsonville flood and damage was quite severe.

NOTED
FORREST COOPER

FORM 230—50M—4-54—74986

## OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

North Bend, Oregon
July 6, 1955

SUBJECT:

To:

In the Coos Bay Times of November 23, 1953 on page one appears the following article which I quote in part.

Families Are Evacuated as Coos River Spills Over

> Early in the afternoon water lapped at the edge of the South Coos River Road, then gradually moved across the pavement in several places. By then the residents were starting to get household goods together and to move. A little later, the water went up with a spurt in the bottoms and by nightfall upwards of two feet of water were in houses of the Watsonville community.
>
> A dike across Brookmead dairy land on the upper ranch of that Brunell Brothers firm let go during the afternoon, allowing water to go across a considerable area of land.
>
> The Brunells were able to move cattle and equipment to high ground, losing only one calf. Last years flood loss for this firm was considerably greater.

On page nine of this same issue appears a picture showing a house with water about ½ way up the walls. The caption reads "Mr. and Mrs. C. V. Fox were leaving their house on Coos River, via rowboat, after moving household goods upstairs as this Times picture was made about 5PM Sunday. The Foxes have lived here 15 years. Their theory is that increased use of the Coos River for log booms is affecting runoff, encouraging flood conditions."

Another picture in this issue shows water across the highway near Catching Slough. The caption reads "Water rushed across Coos River from right to left, flooding farm and residential area as this picture was made Sunday midafternoon a short distance East of Catching Inlet near Harbor Tug and Barge Company moorage."

On November 25, 1955 appears the following article of which I quote part.

All Major Roads Open; More Rain Due Tonight

> An 80 foot washout on the South Coos River at Graveyard Point just above the new bridge closed off the South Coos River traffic,but County Highway crews were working today to repair the road for traffic. They expect to have the road open sometime today.

On November 26, 1955 appears the following article of which I quote part.

FORM E30—50M—4-54—74386

# OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

North Bend, Oregon
July 6, 1955

SUBJECT:

To:

Red Cross Aid Available For Victims of Flood

> The flood last January resulted in expenditures for disaster relief of $5,255. by Red Cross in assisting 19 families with emergency and rehabilitation needs, Bennett recalled. It is estimated that at least the same or a greater number of families will require assistance due to the flood.

This weeks paper was full of flood information.

I think the answer to Mr. Smith's question concerning whether or not these floods were disasters depends upon am interpretation of the word disaster. No human lives were lost, but the owners in Watsonville were all flooded out of their homes. Personally, I would consider both floods as disasters. The Red Cross termed them disasters.

I talked with a Mr. Terry, Port Commission Engineer, concerning this question. He claims that these floods were disasters and that they had not had floods before. He is very definitely against reducing even "an inch more the area of Coos River". He further states that his office would have to approve or disapprove such plans and, although he can't speak for the Port Commission, he would be inclined to think that they would not approve any fill into the River even if we were to dredge an equal volume of earth out as we put in. In the flood of 1953 about 3,000,000 feet of logs piled up against the understructure of the new bridge across Coos River. He claims that it was only through luck and hard work that many more times that amount didn't come down the River and pile up here. (30,000,000 feet or more could have come down). He is afraid that if this should happen, the River would breech at Watsonville and change its course right down through Watsonville and the area behind the present road between Catching Slough and Chandler Bridge destroying everything there now and causing a terrfic problem.

Mr. Terry doesn't see any value of dredging an equal volume of the bottom out as we would put in. There is the problem of grade. If we could meet a steeper grade above and below the area it may not fill up again, but this is doubtful.

There is at present no commercial dredging people in the area. The Army Engineess are now dredging, but they leave soon. Mr. Terry is trying to get a dredging company here permenently, but so far has had no luck.

We would be putting about 50,000 cubic yards of earth and rock into the area. The Approximate price for dredging would be about $.30 per cubic

FORM E30—50M—4-54—74386

# OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

North Bend, Oregon
July 6, 1955

SUBJECT:

To:

yard according to Mr. Terry. This amounts to $15,000. for the 50,000 yards. The .30 per yard price does not include moving in or out and supposes that the material dredged will be wasted somewhere close by. Moving in and out would cost about another $5,000. for a total of $20,000. It may be that we could contain this dredged material somehow and thereby use it as fill material. To determine that, some soils investigation would have to be made.

Any filling in the River might be blocked by local residents or by River interests. Mr. Terry informs me that there may be protests from local interests against said filling in, and, if such were the case, a hearing would have to be held before the decision by the Army Engineers and the Port Commission could be made.

The salient points of this report may be summed as follows:

(1) The floods of 1953 were severe and, depending on ones interpretation, could constitute disaster.
(2) No flooding had occurred between the time the highway was built some 27 years ago and 1953 which entered homes or did any damage.
(3) No direct evidence has been obtained in this preliminary investigation as to why these floods occurred. It appears that the cause is a combination of (a) increased River Booming, (b) silting up under the booms on the River, (c) possibly changed characteristics of the watershed due to the logging operations, (d) minor restriction of the channel due to new highway (this I consider a very minor point) (e) possibility of the once in 30-50 year storm occurring twice in 1953. (f) Other reasons unknown.
(4) The Port Engineer (and apparently the Army Engineers) are against such a fill.
(5) No commercial company is at present located here.
(6) Usefulness of dredging depends entirely upon the grade of the River bottom both above and below the proposed area. An extensive investigation would have to be made to determine this grade line as no late maps are available.
(7) Estimated cost of dredging 50,000 cubic yards is $20,000. providing we can get someone to move in for this amount.
(8) The material dredged out would either be used in highway fill (which would present the problem of containing said material: was old bulkhead placed for this purpose) or wasted. No waste area has been located.
(9) Local objection may be raised to such filling.

Very truly yours
F B Klaboe
F. B. Klaboe, Res. Eng'r.

RECEIVED
JUN 29 1955
FOR FILING

Corr.
[illegible]
Coos R. Hwy.

7.29

June 29, 1955

Mr. Ben R. Chandler, Chairman
Oregon State Highway Commission
Post Office Box 809
Coos Bay, Oregon

Dear Mr. Chandler:

Reference is to the proposed highway fill in Coos River between Eastside and the Chandler Bridge crossing of the Coos River.

For your information, advise that under date of June 13 we submitted to the District Engineer, U. S. Army, a print of the plan and profile of the proposed filling out to the pile bulkhead.

Under date of June 16 the District Engineer replied, the main substance of the reply being as follows:

"The location for the fill encroachment in the river is only a short distance below the Watsonville community which was disastrously flooded in January and again in November 1953. As you are probably aware considerable damage was done to homes and other property in the Watsonville area when both floods overtopped the roadway upstream from the new highway bridge. Though a thorough investigation has not been made by this office, it is believed that contributing factors to the flooding, were the new highway fill constructed along the north bank above the new bridge, which has cut off some flood plane, a possible settlement in the old road grade on the south side, as well as silting in the channel in the logboom areas. Though the area in which the new fill is proposed begins about 0.5 mile downstream from the critical area, it is believed some effect may result in the area of the past flooding. Though it is probable the effect would be very small, this cannot be determined without a rather expensive survey, and no funds are available at this time for such work. It appears a possible solution may be to excavate an equal section from the river bed to compensate for the proposed fill. In view of the record of the Watsonville area this office would hesitate to approve the work as proposed unless it can be assured by the results of a study, or by some compensating benefit, that no increase in the flood stages would result.

"Though it will be necessary to issue a public notice concerning the proposed work, this office is agreeable to processing an application in the usual manner, if it can be shown that no injury will result from the work."

From the tone of this letter it appears that the Army Engineers do not favor any material fill into the river. It is rather difficult for us to determine whether or not any possible injury could result from such filling, but we are making a further study and will make proper reply to the Army Engineers. It is my opinion that we would be unable to make any fill in the river that would extend beyond the pile bulkhead unless we undertook major dredging work in the excavation of an equal section from the riverbed to compensate for the proposed fill.

I shall advise you promptly of further developments in this matter.

Very truly yours,

R. H. Baldock
State Highway Engineer

WCW:me gm

cc Mr. W. C. Williams
Mr. H. G. Smith

ADDRESS REPLY TO
THE DISTRICT ENGINEER
(NOT TO INDIVIDUALS)
NPPKS-4

CORPS OF ENGINEERS, U. S. ARMY
OFFICE OF THE DISTRICT ENGINEER
PORTLAND, OREGON DISTRICT
628 PITTOCK BLOCK
PORTLAND 5, OREGON

June 16, 1955

REFER TO FILE

NO.

PLEASE RETURN TO
W. C. WILLIAMS

[illegible]
W. C. WILLIAMS

Oregon State Highway Department

Salem, Oregon

ATTENTION: Mr. R. H. Baldock, State Highway Engineer

Gentlemen:

Acknowledgment is made to your letter of June 13, 1955, inclosing a plan and profile of a proposed highway fill in Coos River near Eastside, Oregon.

The location for the fill encroachment in the river is only a short distance below the Watsonville community which was disastrously flooded in January and again in November 1953. As you are probably aware considerable damage was done to homes and other property in the Watsonville area when both floods overtopped the roadway upstream from the new highway bridge. Though a thorough investigation has not been made by this office, it is believed that contributing factors to the flooding, were the new highway fill constructed along the north bank above the new bridge, which has cut off some flood plane, a possible settlement in the old road grade on the south side, as well as silting in the channel in the logboom areas. Though the area in which the new fill is proposed begins about 0.5 mile downstream from the critical area, it is believed some effect may result in the area of the past flooding. Though it is probable the effect would be very small, this cannot be determined without a rather expensive survey, and no funds are available at this time for such work. It appears a possible solution may be to excavate an equal section from the river bed to compensate for the proposed fill. In view of the record of the Watsonville area this office would hesitate to approve the work as proposed unless it can be assured by the results of a study, or by some compensating benefit, that no increase in the flood stages would result.

Though it will be necessary to issue a public notice concerning the proposed work, this office is agreeable to processing an application in the usual manner, if it can be shown that no injury will result from the work.

Very truly yours,

TW Ragsdale
T. W. RAGSDALE
Chief, Operations Division

RECEIVED
JUN 20 1955
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
JUN 14 1955
FOR FILING

June 13, 1955

The District Engineer
Corps of Engineers, U. S. Army
628 Pittock Block
Portland 5, Oregon

Dear Sir:

I am attaching a print of the plan and profile of our revision on the Catching Slough-Chandler Bridge Section of the Coos River Secondary Highway.

The pile bulkhead which protects the highway embankment along this section has been rotten for many years. Discarded automobile bodies and other protection have been dumped back of this bulkhead, but this has been merely a makeshift and we wish to widen the roadbed slightly and protect it from the river by riprap.

We have had some correspondence with members of your Department concerning the possibility of encroaching slightly on the river and are sending you the map in this form so that it can be studied. If you feel that the design is practical we will then prepare the formal map to the scale required by you. We would appreciate your advice on this as soon as possible.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. W. Stiffler
Assistant State Highway Engineer

HGS: me

Enclosure

cc Mr. W. C. Williams
Mr. H. G. Smith
Mr. Tom Edwards

FORM 2-30X—50,000—10-54—79464

**OREGON STATE HIGHWAY DEPARTMENT**

INTER-DEPARTMENT CORRESPONDENCE

Roseburg, Oregon
June 10, 1955

SUBJECT:

To:

H. G. Smith
Construction Engineer

Dear Sir:

I attach hereto a tracing of a plan and profile prepared for a revised line on the Catching Slough-Chandler Bridge Section of the Coos River Secondary. Proposed profile and typical sections of the river encroachments are shown. The typical sections of the river encroachments are shown on 1"=40' scale and are shown from bank to bank of the river.

Application should be made to the Army Engineers for encroachment on the channel of the Coos River based on this data.

Very truly yours,

Tom Edwards
Division Engineer

TE:gb
Encl.

RECEIVED
JUN 2 1955
FOR FILING

FORM 230—30M—4-54—74386

Const

R/W

Coos R. Sec

**OREGON STATE HIGHWAY DEPARTMENT**

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
May 31, 1955

SUBJECT:

To: Mr. Tom Edwards
Division Engineer

W. C. Williams

I note Klaboe's weekly report dated May 28, 1955 on the Catching Slough-Chandler Bridge survey makes a comparison between the original location and the projected new line and then, in effect, leaves the matter up in the air.

While I assume that you are taking the necessary steps to complete the preliminary data for this job, we should of course work up a detail map, profile and encroachment cross-sections in sufficient detail to make application to the Army Engineers for the project as we wish it. As the next phase of working up this project, we should make application with proper supporting data for the encroachment on the river.

Forrest Cooper

Forrest Cooper
Ass't. Construction Engineer

FC:jv

cc: W. C. Williams ✓

FEB 16 1955

**OREGON STATE HIGHWAY DEPARTMENT**

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
February 15, 1955

SUBJECT:

To: Mr. Tom Edwards
Division Engineer

NOTED
W. C. WILLIAMS

Referring to the matter of surveys and construction work on the Coos River Secondary, the following will govern:

The first project to be worked up will be reconstruction from Catching Slough to Chandler Bridge. You have an approved order for this survey dated September 10, 1954. You also have an Authority for Survey dated February 7, 1955 for surveys and plans for a six mile section between Enegren Ferry and Allegany. This survey is to be held in abeyance until further approval is received from this office.

The general plan will be to work up a project, including costs, on the lower section from Catching Slough to Enegren Ferry and then make a determination of what and where to improve on the section upstream from Chandler Bridge when the amount of money available is known.

There is now a contractor putting a light surfacing job on the section upstream from the Chandler Bridge and until a determination is made as to what the future plans will be the calcium chloride treatment should not be placed. However, if you have not received instructions re this matter prior to the time the contractor is ready to place the calcium chloride treatment, please communicate with me.

Forrest Cooper

Forrest Cooper
Ass't. Construction Engineer

FC:jv

cc: W. C. Williams

S-216 (5) South Unit, Kellogg Bridge- 1956
#4762 Yellow Creek Section

RECEIVED
MAR 17 1958
FOR FILING

NOTED
W. C. WILLIAMS

March 6, 1958

FINAL COST ANALYSIS
Grading & Paving
Funderburk Construction Co., Contractor
Gordon I. Spaulding, Resident Engineer

S. Unit Kellogg Br.-Yellow Cr.
Contract #4762

Elkton-Sutherlin Hwy.
Prefix 110-1022

| Item 4762 | Quantity | Unit | Unit Bid | Unit Cost | Total Cost | Gross Revenue |
|---|---|---|---|---|---|---|
| Clearing & Grubbing | 100% | All | $30,000.00 | $ | $ 28,101.10 | $ 30,000.00 |
| Drainage Excav., Unclass | 271.14 | Cu.Yd. | 4.00 | 2.25 | 611.25 | 1,084.56 |
| Special Borrow Excav.Unclass | 38,264 | " " | 1.25 | 1.18 | 45,396.16 | 47,830.00 |
| Toe Excav., Common | 6,953.8 | " " | 1.00 | 0.93 | 6,510.65 | 6,953.80 |
| General Excav., Unclass | 95,881 | " " | 0.60 | 0.63 | 60,144.44 | 57,528.60 |
| Short Overhaul | 436,412 | Yd.Sta. | 0.01 | 0.0104 | 4,566.80 | 4,364.12 |
| Long Overhaul | 40,611.5 | C.Yd.Sta. | 0.40 | 0.42 | 16,984.55 | 16,244.60 |
| Finish Roadbed & Slopes | 1.9 | Mile | 1,000.00 | 933.75 | 1,774.14 | 1,900.00 |
| Rounding Cutbanks | 5,100 | Lin.Ft. | 0.20 | 0.19 | 960.32 | 1,020.00 |
| 12" Corr. Metal Pipe | 157 | " " | 4.00 | 2.21 | 347.38 | 628.00 |
| 18" Corr. Metal Pipe | 846 | " " | 5.00 | 2.95 | 2,544.36 | 4,230.00 |
| 18" Concrete Pipe | 48 | " " | 6.00 | 4.41 | 211.92 | 288.00 |
| 30" Concrete Pipe | 39 | " " | 8.00 | 9.98 | 389.14 | 312.00 |
| 6" Perf. Metal Pipe Unctd. | 60 | " " | 3.00 | 1.42 | 85.04 | 180.00 |
| Special backfill in Drains | 10 | Cu.Yd. | 5.00 | 4.00 | 40.07 | 50.00 |
| *** Metal Guard Rail | 3,808 | Lin.Ft. | 3.00 | 2.57 | 9,786.56 | 11,424.00 |
| Metal Sight Posts | 51 | Each | 6.00 | 6.00 | 306.00 | 306.00 |
| * Coarse Crushed Mat'l in Base | 20,127 | Cu.Yd. | 2.05 | 2.05 | 41,260.35 | 41,260.35 |
| * 3/4"-0 Mat'l in Base | 3,147 | Cu.Yd. | 2.35 | 2.35 | 7,395.45 | 7,395.45 |
| Sprinkling | 2,229.4 | M/Gal | 4.00 | 2.32 | 5,181.77 | 8,917.60 |
| ** Preparation of Base | 1.9 | Mile | 500.00 | 448.56 | 852.28 | 950.00 |
| ** 3/4-0 Mat'l in Binder Course | 357 | Cu.Yd. | 3.00 | 2.89 | 1,032.44 | 1,071.00 |
| ** RC-3 Asphalt in Binder Course | 46.35 | Ton | 45.00 | 37.43 | 1,734.99 | 2,085.75 |

Contract #4762

| Item | Quantity | Unit | Unit Bid | Unit Cost | Total Cost | Gross Revenue |
|---|---|---|---|---|---|---|
| ** Asphaltic Concrete Mixture | 4,539.9 | Ton | $ 6.00 | $ 4.80 | $ 21,808.03 | $ 27,203.40 |
| ** 85-100 Asphalt in Mixture | 239.2 | " | 34.00 | ~~23.62~~ 32.62 | 7,802.83 | 8,132.80 |
| ** Extra for Asphaltic Concrete Approaches | 11 | Each | 25.00 | 12.95 | 142.55 | 275.00 |
| PA# 1 Furnish & Place Type 2 Fence | 369.6 | Rod | 7.60 | 5.92 | 2,186.52 | 2,808.96 |
| PA#1 Furnish & Place 50"X14" Metal Gate | 3 | Each | 100.00 | 43.62 | 130.87 | 300.00 |
| PA# 2 Clearing & Grubbing | 100% | All | 600.00 | | 563.68 | 600.00 |
| PA#2 Stripping Overburden Haul Incl. | 3,276.3 | Cu.Yd. | 0.70 | 0.66 | 2,148.50 | 2,293.41 |
| PA#3 Extra Clearing | 100% | All | 5,000.00 | | 4,682.44 | 5,000.00 |
| Force Account (Flagging) | | | | | 306.71 | 352.72 |
| Deductions | | | | | | |
| Liquidated Damages | 2 | Day | 160.00 | | | - 320.00 |
| | | | | | $275,989.29 | $292,670.12 |

| | Gross Revenue | Total Cost | Profit | % Profit |
|---|---|---|---|---|
| Funderburk Construction Co. | $200,248.67 | $189,653.12 | $10,595.55 | 5.3% |
| * Beckley & Thomas | 48,655.80 | 48,655.80 | | |
| ** Roseburg Paving Co. | 39,717.95 | 33,632.67 | 6,085.28 | 15.32% |
| *** Vern Hoaglin (Placing Only) | 4,047.70 | 4,047.70 | | |
| | $292,670.12 | $275,989.29 | $16,680.83 | 5.7 % |

Contract #4762

## Detail of Cost

## Funderburk Construction Co.

| | | | | | | |
|---|---|---|---|---|---|---|
| **LABOR** | | | | | | |
| Labor | | | | | $52,834.73 | |
| Labor Insurance | | | | | 2,617.05 | |
| Health & Welfare | | | | | 1,751.60 | |
| | | | | | | $ 57,203.38 |
| **MATERIALS:** | | | | | | |
| Metal Guard Rail | 3808 | Lin.Ft. | at | $1.57 | 5,978.56 | |
| Metal Sight Posts | 51 | Each | at | 1.30 | 66.30 | |
| 12" Corr. Metal Pipe | 157 | Lin.Ft. | at | 1.75 | 274.75 | |
| 12" Bands | 6 | Each | at | 1.75 | 10.50 | |
| 18" Corr. Metal Pipe | 846 | Lin.Ft. | at | 2.41 | 2,038.86 | |
| 18" Bands | 26 | Each | at | 2.41 | 62.66 | |
| 18" Concrete Pipe | 48 | Lin.Ft. | at | 2.30 | 110.40 | |
| 30" Concrete Pipe | 39 | Lin.Ft. | at | 4.50 | 175.50 | |
| 6" Perf. Metal Pipe Unctd. | 60 | Lin.Ft. | at | .75 | 45.00 | |
| 6" Bands | 3 | Each | at | .92 | 2.76 | |
| 7½' End & Gate Posts | 8 | Each | at | 5.20 | 41.60 | |
| 6' Line Posts | 472 | Each | at | .94 | 443.68 | |
| Woven Wire | 16 | Rolls | at | 17.20 | 275.20 | |
| Barbwire | 8 | Spools | at | 9.75 | 78.00 | |
| 600 Extra Clamps | | | | | 8.00 | |
| 50"X14" Metal Gates | 3 | Each | at | 29.85 | 89.55 | |
| Aggregates in backfill | | | | | 25.00 | |
| | | | | | | $ 9,726.32 |
| **EQUIPMENT RENTAL & MISC. SUPPLIES** | | | | | | |
| Equipment Rental (Owned) | | | | | $94,477.18 | |
| Equipment Rental (Hired) | | | | | 1,588.50 | |
| Gas, Oil & Grease | | | | | 13,569.69 | |
| Freight & Cartage | | | | | 850.00 | |
| Explosives | | | | | 6,709.13 | |
| Bond | | | | | 1,748.24 | |
| Pl & Pd. Insurance | | | | | 306.11 | |
| Small Tools & Misc. Supplies | | | | | 1,889.54 | |
| Home Office & General Overhead | | | | | 1,585.03 | |
| | | | | | | $122,723.42 |
| Total Cost | | | | | | $189,653.12 |
| **SUBCONTRACTORS** | | | | | | |
| Vern Hoaglin (Guard Rail) | | | | | | 4,047.70 |
| Beckley & Thomas (Crushed Materials) | | | | | | 48,655.80 |
| Roseburg Paving (Paving) | | | | | | 39,717.95 |
| | | | | | | $282,074.57 |

Contract #4762

Detail of Costs

Roseburg Paving Co.

LABOR:

| | | | | | | |
|---|---|---|---|---|---|---|
| Labor | | | | | $6,232.88 | |
| Labor Insurance | | | | | 575.30 | |
| | | | | | | $ 6,808.18 |

MATERIALS:

| | | | | | | |
|---|---|---|---|---|---|---|
| 85-100 Asphalt | 239.20 | Ton | at | $24.50 | $5,860.40 | |
| RC-3 Asphalt | 46.35 | Ton | at | 27.25 | 1,263.04 | |
| Fuel Oil | 130.8 | BBL | at | 3.85 | 503.58 | |
| Freight on Asphalt | | | | | 2,318.81 | |
| Freight on Fuel Oil | | | | | 156.29 | |
| Aggregates | | | | | 7,717.50 | |
| | | | | | | $17,819.62 |

EQUIPMENT RENTAL & MISC. SUPPLIES:

| | | |
|---|---|---|
| Equipment Rental | $7,855.12 | |
| Gas, Oil & Grease | 806.32 | |
| Small Tools & Misc. Supplies | 156.44 | |
| Home Office & General Overhead | 186.99 | |
| | | $ 9,004.87 |
| TOTAL COST | | $33,632.67 |

Contract#4762

Remarks

This was a "Federal Aid Secondary Project" calling for the construction of 1.9 miles of Highway roadbed, 1.9 miles of stone base and 1.9 miles of asphaltic concrete pavement on the Elkton-Sutherlin Highway in Douglas County. The project was bid and awarded July 13, 1956. Work started July 19, 1956 and was completed September 25, 1957.

The contractor moved in his men and equipment and started clearing July 19, 1956. The clearing consisted of some merchantable timber and heavy underbrush in some sections. One D 7 and dozer and one TD 24 and dozer with four to eight men working 8 to 10 hours per day. Not being able to burn due to dry weather during the day, a second shift was started August 2nd to do the burning when the air was more moist until damp weather set in. Along with the clearing the contractor under PA# 1 had to construct 369 rods of right way fence due to line change and the cattle in the area. Most of the clearing was completed by August 27.

The contractor moved in more equipment and started his general and toe excavation also placing of culvert pipe August 21, using the following equipment: two TD 24's and scrapers, one TD 24 and dozer, one 900 compressor, two wagon drills, one 125 compress, one Jackhammer, plus other hauling equipment when not being used for hauling borrow. The Toe excavation was started first so the hauling of borrow could be started. As this was complete, work on the general excavation was started. This excavation consisted of dirt, clay, boulders and solid which kept a small drilling crew busy throughout the excavation. Operations were hampered somewhat due to breakdown of equipment during the fall of 1956 and the inclement weather the contractor tried to work in made the road quite impossible, so the subcontractor on the crushed materials who had earlier stockpiled the bar run material to be crushed moved in his crushing plant and crushed enough base material to cover the new grade until spring. The Prime contractor worked until January 11, 1957 and then shut down his grading operations except for one blade left on the job for maintenance throughout the winter. Grading got under way again May 7, 1957 and was completed about May 12, 1957. The contractor moved into the borrow and started loading and hauling September 5, 1956 with the following equipment: one $1\frac{1}{2}$ yard shovel, one 13 yard truck, one 16 yard truck, two Le T. Rockers, (A 3 yard TD 18 skid shovel was brought in later and replaced the $1\frac{1}{2}$ yard shovel), one 900 cfm. compressor, one 125 compressor, one wagon drill and one Jackhammer. As this was a rock borrow, considerable drill had to be done before and during the borrow excavation. The hauling and placing of borrow progressed very slow throughout the fall due to breakdown of equipment and some inclement weather making the road to slick for the Le T Rockers to operate. On January 11, 1957, this operation also shut down until May 7, 1957, at which time the contractor returned and completed this operation on June 21st.

The subcontractor, Beckley & Thomas, moved in their crushing plant again and set up and started crushing base rock August 9, 1957 hauling direct to the road. The 3/4-0 was also hauled and placed on the road at the bid price. Was unable to get cost from this subcontractor.

The Asphaltic concrete was sublet to Roseburg Paving Co. at the bid price. They moved in their paving plant and set up and started paving September 9, 1957 and was completed September 18th, with good equipment and supervision realized a good profit.

The guard rail being done by Vern Hoaglin for $1.00 per foot with the materials furnished by the prime contractor.

The prime contractor with high bid prices was able to show a profit, in spite of his slow operation.

[illegible]. [illegible]. Juve
Chief Cost Analyst

By

C. E. Layton

| | | |
|---|---|---|
| Monthly transaction number<br>2-45 | Fo[illegible]2A<br>(5-31-57)<br>U.S. DEPARTMENT OF COMMERCE<br>BUREAU OF PUBLIC ROADS | State<br>Oregon |
| | | County<br>Douglas |
| Project report number<br>5 | **MODIFICATION OF FEDERAL-AID PROJECT AGREEMENT** | Project number<br>S-216(5) |

The Project Agreement for the above-referenced project entered into between the undersigned parties and executed by the Division Engineer on September 28, 1956, is hereby modified as follows:

| | |
|---|---|
| Revised estimated total cost of project | $ 319,545.00 |
| Revised Federal funds | $ 187,394.00 |

Other revisions - None.

All other terms and conditions of the Project Agreement will remain in full force and effect.

This modification is effective as of the 17th day of February, 1958.

OREGON STATE HIGHWAY COMMISSION
(Official name of Highway Department)

By Chas H Reynolds
Member, State Highway Commission
(Title)

By
Member, State Highway Commission
(Title)

By
Member, State Highway Commission
(Title)

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

By C H Polk
Division Engineer

RECOMMENDED FOR APPROVAL:
STATE HIGHWAY ENGINEER

February 13, 1958

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

We are forwarding two copies of modification of project agreement, signed by the Highway Commission, for the South Unit, Kellogg Bridge-Yellow Creek Section, Project No. S-216(5).

Very truly yours,

W. C. Williams
State Highway Engineer

By

S. H. Probert
Office Engineer

RMC:bb

# PROJECT AGREEMENT

DESCRIPTION: (JOB, SECTION AND HIGHWAY)

South Unit Kellogg Bridge-[illegible] Section
Elkton-Sutherlin Highway
Douglas County

NATURE OF WORK:

Grade and Pave

CONTRACT NUMBER, CONTRACTOR AND DATE OF AWARD:

4762 4762 Funderburk Constr. Corp. 7-13-56

Completed: 9-25-57. Accepted 12-5-57
Final payment mailed: 12-11-57

DATE OF COMPLETION: Modification of Project Agreement to increase amount of Federal Funds

REMARKS:

CPRB-2238

FORM PR 3 (October 1954)

U. S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

State Or[illegible]
County Douglas
Project No. S-216(5)

# PROJECT AGREEMENT FOR SECONDARY ROAD UNDER 1954 SECONDARY ROAD PLAN

MEMORANDUM OF AGREEMENT made this 28th day of Sept., 1956 by and between The Oregon State Highway Commission constituting for the purpose hereof the Highway Department of the State of Oregon, hereinafter called the Highway Department, and the Commissioner of Public Roads, Bureau of Public Roads, Department of Commerce, hereinafter called the Commissioner, pursuant to the provisions of the Act of Congress approved July 11, 1916 (39 Stat., 355), as amended and supplemented.

WITNESSETH:

WHEREAS, the Highway Department of said State has submitted a program, which was approved on the 3rd day of April, 1956, for the project hereinafter described; and

WHEREAS, the Highway Department has furnished a contract estimate or force account estimate for said project; and

WHEREAS, State or local funds have been made available for the project in accordance with the requirements of the aforesaid Act of July 11, 1916, as amended and supplemented.

NOW, THEREFORE, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Commissioner do hereby mutually agree as follows:

## WORK EMBRACED IN PROJECT

ARTICLE I. This agreement covers the following work as briefly described in the program: Being 1.898 miles of grading, draining, and two-lane high type pavement, (Character of work)

between Sutherlin and Elkton (Control points)

consisting of 1.898 miles of roadway and no (Number) bridges ~~totaling~~ ______ ~~miles in~~ [illegible]

## CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE II. The Highway Department will construct or cause to be constructed to final completion said project under its direct supervision, which shall include adequate inspection throughout the course of construction, and in accordance with the standards and procedures approved by the Commissioner under its 1954 Secondary Road Plan.

## UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE III. The United States pro rata share of the cost of the project covered by this agreement shall not in any event exceed the sum of one hundred eighty six thousand and 00/100 dollars ($ 186,000.00), which does not exceed the authorized United States pro rata share of the approved total estimated cost of said project, which is three hundred six thousand, thirty six and 50/100 dollars ($ 306,036.50).

Comm—DC—32551

## PAYMENTS

ARTICLE IV. As the work on said project progresses, or upon its completion, and upon receipt of vouchers from the Highway Department, the Commissioner shall from time to time submit schedules of vouchers certified by him to the Secretary of the Treasury for payment to the official or depository authorized under the laws of said State and designated by the Highway Department to receive public funds.

The Commissioner reserves the right to withhold such sums as he may deem necessary to insure completion of the work in compliance with this agreement.

## MAINTENANCE OF PROJECT

ARTICLE V. The Highway Department will be responsible for the maintenance of said project in compliance with said Act of July 11, 1916, as amended and supplemented, and will use every means within its power to insure proper and permanent maintenance thereof.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures as of the day and year first above written.

OREGON STATE HIGHWAY COMMISSION
(Official title of Highway Department)

By Ben R Chandler
Chairman, State Highway Commission
(Title)

By Chas H Reynolds
Member, State Highway Commission
(Title)

By
Member, State Highway Commission
(Title)

Attest H B Glaisyer
SECRETARY

RECOMMENDED FOR APPROVAL:
STATE HIGHWAY ENGINEER

COMMISSIONER OF PUBLIC ROADS
By
Division Engineer, Bureau of Public Roads

—33205

RECEIVED
SEP 24 1956
OREGON DISTRICT

August 27, 1956

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

We are enclosing four copies of estimate as a basis for project agreement for the South Unit, Kellogg Bridge-Yellow Creek Section, Project No. S-216(5).

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

RRC:ia

Encl.

Oregon State Highway Department

Federal Aid Secondary
Project No. S-216(5)

## SOUTH UNIT, KELLOGG BRIDGE-YELLOW CREEK SECTION
## OF THE ELKTON-SUTHERLIN HIGHWAY IN DOUGLAS COUNTY

(Estimate as a basis for project agreement. Based on low bid prices.)

Salem, Oregon, August 23, 1956

Type Code 6201
Roadway (Sta. 587+40 to Sta. 689+00)(Contract No. 4762)

| | | | |
|---|---|---|---|
| All Required | Clearing and Grubbing | | $ 30,000.00 |
| 470 cu. yds. | Drainage Excavation, Unclassified | $ 4.00 | 1,880.00 |
| 30,500 cu. yds. | Special Borrow Excavation, Unclassified | 1.25 | 38,125.00 |
| 10,400 cu. yds. | Toe Excavation, Common | 1.00 | 10,400.00 |
| 106,000 cu. yds. | General Excavation, Unclassified | 0.60 | 63,600.00 |
| 465,000 yd. sta. | Short Overhaul | 0.01 | 4,650.00 |
| 36,000 C-yd. sta. | Long Overhaul | 0.40 | 14,400.00 |
| 1.90 miles | Finishing Roadbed and Slopes | 1,000.00 | 1,900.00 |
| 6,800 lin. ft. | Rounding Cutbanks | 0.20 | 1,360.00 |
| 160 lin. ft. | 12-inch Corrugated Metal Pipe | 4.00 | 640.00 |
| 800 lin. ft. | 18-inch Corrugated Metal Pipe | 5.00 | 4,000.00 |
| 110 lin. ft. | 18-inch Concrete Pipe | 6.00 | 660.00 |
| 40 lin. ft. | 30-inch Concrete Pipe | 8.00 | 320.00 |
| 100 lin. ft. | 6-inch Perforated Metal Drain Pipe | 3.00 | 300.00 |
| 22 cu. yds. | Special Backfill in Drains | 5.00 | 110.00 |
| 3,000 lin. ft. | Metal Guard Rail | 3.00 | 9,000.00 |
| 50 only | Metal Sight Posts | 6.00 | 300.00 |
| 19,000 cu. yds. | Coarse Crushed Material in Base | 2.05 | 38,950.00 |
| 3,000 cu. yds. | 3/4" - 0 Material in Base | 2.35 | 7,050.00 |
| 550 M-gal. | Sprinkling | 4.00 | 2,200.00 |
| 1.90 miles | Preparation of Base | 500.00 | 950.00 |
| 440 cu. yds. | 3/4" - 0 Material in Binder Course | 3.00 | 1,320.00 |
| 72 tons | RC-3 Asphalt in Binder Course | 45.00 | 3,240.00 |
| 4,800 tons | Asphaltic Concrete Mixture | 6.00 | 28,800.00 |
| 290 tons | 85-100 Asphalt in Mixture | 34.00 | 9,860.00 |
| 30 tons | RS-2 Asphalt | 50.00 | 1,500.00 |
| 10 only | Extra for Asphaltic Concrete Approaches | 25.00 | 250.00 |
| 100 cu. yds. | Aggregate in Pavement Seal | 4.50 | 450.00 |
| | | | $276,215.00 |
| All Required | Flagging (57½% of Contractors Cost) | | 2,000.00 |
| | Subtotal | | $278,215.00 |
| | 10% Engr. & Cont. | | 27,821.50 |
| | Total | | $306,036.50 |

| | |
|---|---|
| Length of Roadway | 1.898 miles |
| Length of 1 Structure | 0.026 mile |
| Total Length | 1.924 miles |
| Cost of Roadway per mile | $161,241.57 |

| | |
|---|---|
| Federal Funds- - - - - - - - - - - - - - - - - - - - - - - - - - - - | $186,000.00 |
| State Funds- - - - - - - - - - - - - - - - - - - - - - - - - - - - - | 120,036.50 |
| | $306,036.50 |

State Funds for Const: Chap. 175, laws 1917; Chap. 31, laws 1920; Chap. 529, laws 1939.

State Funds for Maint: Chap. 529, laws 1939.

RECEIVED
JAN 2[illegible] 1958
FOR FILING

476

January 20, 1958

Standard Oil Company of California
Western Operations, Inc.
P. O. Box 950
Portland 7, Oregon

Attention: Mr. E. A. Hrdlicka
Regional Credit Manager

Gentlemen:

Our Contract No. 4762, awarded to Funderburk Construction Corp. for work on the South Unit, Kellogg Bridge-Yellow Creek Section of the Elkton-Sutherlin Highway, was completed on September 25, 1957, accepted by the Highway Commission on December 5, 1957, and final payment was mailed to the contractor on December 11, 1957.

This is in reply to your letter of January 15, 1958.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:fp

**STANDARD OIL COMPANY OF CALIFORNIA**
**WESTERN OPERATIONS INC.**
520 S.W. YAMHILL STREET • PORTLAND 7 • OREGON
TELEPHONE CAPITOL 3-4161

E. A. HRDLICKA
REGIONAL CREDIT MANAGER
D. H. CHARNO
D. DOROTHY
ASST. REGIONAL CREDIT MANAGERS

January 15, 1958

FUNDERBURK CONSTRUCTION CO.
SUTHERLIN, OREGON
Relocation Highway 225 - Tyee to
Kellogg section, 1.9/10 miles long
Contract No. 4762

Oregon State Highway Commission
Salem
Oregon

Gentlemen:

Petroleum products have been delivered to the Funderburk Construction Co. in connection with the above listed job and in order that we may keep our records up to date, we would appreciate your verification of the date that this completed job was accepted by the Oregon State Highway Commission.

An envelope is provided for your convenience in replying.

Very truly yours,

Ea Hrdlicka
Regional Credit Manager

DEZ/11

Query
prepare reply
[illegible]

RECEIVED
JAN 16 1958
OREGON
STATE HIGHWAY COMMISSION

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57
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*files*

OREGON STATE HIGHWAY DEPARTMENT
(date)
December 10, 1957

(CONTRACTOR)
Funderburk Construction Corp.

*[illegible] (5)*
(CONTRACT NO.)

(EST. NO.)
14 Final

(AMOUNT)
$8,808.58

(DATE)
12-10-57

4762
(VOUCHER NO.)

(WARRANT NO.)
H198227

27536

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

Gertrude Chapweske
ACCOUNTING DIVISION

---

Specified completion Date: 151 workdays from 8-1-56

Time Extensions: None

Completion Date: Sept. 25, 1957

Date Accepted: Dec. 5, 1957

Penalties: None of record

Claims: None of record

Remarks:

---

Date: 12-11-57

To the Accounting Division:

Release of the above warrant is hereby authorized

H B Glaisyer
H. B. Glaisyer
Secretary

Warrant Mailed:
DEC 11 1957
*G R*

NOTED ON CARD
*em*

RECEIVED
DEC 2 1957
FOR FILING

[illegible]

4762

Nov. 29, 1957

**CERTIFIED MAIL**

The Phoenix Insurance Co.
Pacific Dept.
500 Mills Bldg.
San Francisco 4, Calif.

Gentlemen:

State Highway Contract No. 4762 for grading and paving on the S. Unit, Kellogg Bridge-Yellow Creek Section of the Elkton-Sutherlin Highway in Douglas County was completed by the contractor, Funderburk Construction Corp., on Sept. 25, 1957, but has not as yet been accepted by the Commission.

Final payment in the amount of $8,808.58 will be released to the contractor after acceptance by the Commission. The total contract amount is $292,670.12, of which amount $352.72 represents force account items.

The State is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the State assumes no responsibility for such claims should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

em
cc:
Rodgers Insurance Agency, Inc.
803 Title & Trust Bldg.
Portland 4, Oregon

NOTED ON CARD
em

RECEIVED
NOV 12 1957
FOR FILING

Nov. 8, 1957

**CERTIFIED MAIL**

The Phoenix Insurance Co.
Pacific Dept.
500 Mills Bldg.
San Francisco 4, Calif.

Gentlemen:

The State Highway Commission is prepared to release semi-final payment to Funderburk Construction Corp. in connection with contract No. 4762, for grading and paving on the S. Unit, Kellogg Bridge-Yellow Creek Section of the Elkton-Sutherlin Highway in Douglas County. This payment, in the amount of $4,865.51, will be released to the contractor on or after Nov. 18, 1957. The retained percentage is $8,779.22.

The State is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the State assumes no responsibility for such claims should there be any.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

em

cc: Rodgers Insurance Agency, Inc.
803 Title & Trust Bldg.
Portland 4, Oregon

NOTED ON CARD

RECEIVED
NOV 6 1957
FOR FILING

November 4, 1957

The Phoenix Insurance Company
Pacific Department
500 Mills Building
San Francisco 4, California

Attention: E. L. McLellan
Claims Examiner

Gentlemen:

Reply is made to your letter of October 31, 1957 regarding State Highway Contract No. 4762, awarded to Funderburk Construction Corporation, for grading and paving the South Unit, Kellogg Bridge-Yellow Creek Section of the Elkton-Sutherlin Highway, Douglas County.

You acknowledged receipt of our letter of October 25, 1957 in which you were advised that we would release to the contractor on or after November 4, 1957 an amount of $59,998.82, reducing the retained percentage in connection with this job to 3% of the total amount earned, which retainage amounts to $8,628.74. My letter of October 25 was directed to you in conformity with long established policy and practice of the Oregon State Highway Commission to keep bonding companies informed of the status of payment in connection with highway contracts. It is not a new procedure but it is one that has been followed for many years.

Similar letters are sent to the sureties in connection with payments of semi final estimates and final estimates. We retain the warrants in each case for a period of ten days to allow bonding companies time to investigate claims that may have been filed against the work. It so happens that no claims have been filed against this particular contract; anyway, none have been filed in the office of the State Highway Department. Accordingly, we are today releasing to Funderburk Construction Corporation the $59,998.82 mentioned above as we have no request from the Phoenix Insurance Company to withhold the warrant. The final field notes in connection with this job are now being checked and I anticipate that a warrant covering the final payment will be mailed to the contractor within the next 30 days.

In the second paragraph of your letter you mention whereas you have a copy of the contract and bond, such document does not include information concerning retainages. In that regard I refer you to page 1 of the contract which contains the "Table of Contents" and "Descriptions of Parts of Contract Which Are Not Bound Herein". The latter subject mentions the standard specifications. The standard specifications apply to the contract in question and I am quite certain that you have a copy of those standard specifications, issue of May 1, 1954, but assuming that you have misplaced it, I enclose another copy and refer you to paragraph 1.9.10 "Partial Payments", on page 27 thereof. I think that will give you the information that you desire.

With your letter you enclosed duplicate copies of your regular status report forms, and request that these be filled out and returned to you. We will be glad to comply with your request. The forms will be sent to you shortly under separate cover.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMM.

HBG:jmc

cc: Funderburk Construction Corporation
P. O. Box 633
Sutherlin, Oregon

Rodgers Insurance Agency, Inc.
803 Title & Trust Building
Portland 4, Oregon

JOHN [illegible]RTH, PRESIDENT

**The Phoenix Insurance Company.**
Hartford, Conn.

PACIFIC DEPARTMENT 500 MILLS BUILDING, SAN FRANCISCO, 4

ORGANIZED 1854

PACIFIC DEPARTMENT
FRANK C. BEAZLEY
VICE-PRESIDENT
ERNEST F. WAGNER
SECRETARY
•
YUKON 6-2233

October 31, 1957

AIR MAIL

State of Oregon
State Highway Department
Salem, Oregon

Attention: H. B. Glaisyer, Secretary

Re: Bond No. PBP 11892
Washington Forest Development Project
Mt. Baker, Contract No. CPR 8-9222

Gentlemen:

We acknowledge receipt of your letter dated October 25, 1957 which was received by us on October 28, 1957, wherein you state that the State Highway Commission will release $59,998.82 to the Funderburk Construction Corporation on November 4, 1957. Also, that the State is retaining 3% of the total amount earned under this contract.

When our bond was executed, the State of Oregon furnished us with a copy of the contract and bond, however, this document does not include information concerning the amount of retention to be withheld, nor do we have an accounting of the present status of the bonded job.

Since we are not certain as to the reason behind the issuance of your letter which is mentioned above, we cannot properly evaluate the propriety of the payment which you are making. An attempt has been made to contact Mr. Funderburk without success. Mr. Funderburk is presently out of town and not expected to return before next Saturday.

In any case, we will appreciate information from you as to whether or not you are desirous of surety's approval of the payment as outlined in your letter. We are also enclosing duplicate copies of our regular status report forms for your use in giving us the present status of the contract.

Thank you for your cooperation.

Very truly yours,

EMcLella

E. L. McLellan
Claims Examiner

ELM:mv
cc: Mr. Edward Funderburk
cc: Rodgers Insurance Agency, Inc.

H. B. GLAISYER

RECEIVED
OCT 28 1957
FOR FILING

[illegible] (S)

4762

October 25, 1957

CERTIFIED MAIL

The Phoenix Insurance Co.
Pacific Dept.
500 Mills Bldg.
San Francisco 4, Calif.

Gentlemen:

It is the intention of the State Highway Commission to release to Funderburk Construction Corp. a portion of the funds heretofore retained by the Commission on Contract No. 4762, for grading and paving on the S. Unit, Kellogg Bridge-Yellow Creek Section of the Elkton-Sutherlin Highway in Douglas County.

This payment, in the amount of $59,998.82, reduces the retained percentage to 3% of the total amount earned by the contractor, or the sum of $8,628.74. The present payment will be released on or after Nov. 4, 1957.

The State is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the State assumes no responsibility for such claims should there be any.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

cc: Rodgers Insurance Agency, Inc.
803 Title & Trust Bldg.
Portland 4, Oregon

NOTED ON CARD

Form E-1—10M—12-56

OREGON STATE HIGHWAY DEPARTMENT

# Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending October 18, 1957

Section South Unit, Kellogg Bridge-Yellow Creek

Kind of work Grading and Paving

Highway Elkton-Sutherlin County Douglas

Section prefix 110-1022

Contractor Funderburk Construction Corp.

Contract number 4762

Date of contract July 13, 1956

Specified work days 151

Date work started July 19, 1956

Work days used 153

Project authorization $314,538.75

Exclusive of engineering $292,171.75

Per cent of time elapsed 101.3 %

Estimated cost of completed project, exclusive of engineering $292,836.00

Estimated per cent overrun or ~~underrun~~ 1.0 %

Per cent of contract completed, based on total contract price 101.5 %

Engineering authorization $22,367.20

Engineering cost to date $23,150.00, 103.5 %

Date project was completed September 25, 1957

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Self and 2 men in office all week computing semi-final estimate. This estimate will be submitted to the division office early next week.

Contractor has to remove the crushing plant and perform neccessary cleanup to complete the project.

This will be the last weekly report on this project.

Signed

Address Roseburg, Oregon

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

State Printing 136

| | GRADING | SURFACING | MAINTENANCE MATERIALS | OIL AND BITUMINOUS MACADAM | PAVING |
|---|---|---|---|---|---|
| Miles in project | 1.90 | 1.90 | | | 1. 90 |
| Miles partially completed | | | | | |
| Miles completed | 1.90 | 1.90 | | | 1.90 |
| Total estimated quantities (contract) | 146.900 | 22.000 | | | 4800 |
| Total quantities corrected to date | 144.340 | 23.275 | | | 4540 |
| Estimated quantities moved or placed to date | 144.340 | 23.275 | | | 4540 |
| Average daily quantities | 0 | 0 | | | 0 |
| Average daily quantities necessary to complete project on time | 0 | 0 | | | 0 |
| Number shifts per day | 0 | 0 | | | 0 |
| Hours per shift | 0 | 0 | | | 0 |
| Average force on project for week | 0 | 0 | | | 0 |

| | |
|---|---|
| Men | 0 |
| Supervision | 0 |
| Men and trucks under 3 tons | 0 |
| Men and trucks over 3 tons | 0 |
| Men and tractors | 0 |

Equipment used during week: Shovels .........., Power graders .........., Rollers .........., Mixers .........., Crushing or screening plants ..........

Compressors ............, Bulldozers ............, Compaction rollers ............, . . . . ............, . . . . . ............, . . . . . ............

| | WEATHER | HRS. DELAY | CAUSE OF DELAY |
|---|---|---|---|
| Sunday | | | |
| Monday | Showers | | |
| Tuesday | Fair | | |
| Wednesday | " | | |
| Thursday | " | | |
| Friday | " | | |
| Saturday | | | |

A

RECEIVED
OCT 10 1957
FOR FILING

October 8, 1957

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

This is to advise you that work was completed on September 25, 1957, on Contract No. 4762, South Unit, Kellogg Bridge-Yellow Creek Section, in Douglas County, in connection with Federal Aid Project No. S-216(5).

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

DBP:cm
cc: Clarence G. Swanson

RECEIVED
SEP 25 1957
FOR FILING

OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
September 24th, 1957

SUBJECT:

To: Mr. Forrest Cooper
Deputy State Highway Engineer
Office

A meeting was held in my office Monday, September 23rd, concerning the complaint of Funderburk about charges for workdays on his Elkton-Sutherlin Highway project. The facts developed were these:

1. Funderburk had ample time in which to complete the Elkton-Sutherlin project.

2. He took a slide removal contract on Roberts Mt.

3. This contract was extended by some 25%.

4. He started work immediately upon notification that he was the low bidder on Roberts Mt.

5. Delay in awarding the contract made the number of workdays assigned way beyond ample.

6. Central Heating was completing the paving on the project and left the slide area until the last.

7. Funderburk was taking advantage of his more than ample time to complete the project and holding up Central Heating.

8. He was required to proceed with extreme haste to complete the project.

9. Ass't. Division Engineer Chandler in effect verbally shut down the Elkton-Sutherlin job and had Funderburk move all equipment to Roberts Mt.

10. He was charged six days' working time while this shutdown was in effect.

11. Chandler advised Funderburk that he would recommend an extension of time.

NOTED
FORREST COOPER

12. Funderburk was delayed approximately three days by failure of his surfacing contractor to get on the job immediately upon completion of the subgrade.

13. An error was discovered in the bid item for guardrail, there actually being almost 800 feet more rail on the plan than shown in the bid item.

14. The project was completed on September 20th with an actual overrun of eight days chargeable to the contractor.

The controversy was resolved by allowing Funderburk shutdown time for the six days which his equipment was removed from the job to complete the Roberts Mt. project and with the assessment of the two remaining days to be taken as penalty time by Funderburk.

Tom Edwards
Construction Engineer

TE:AR

RECEIVED
SEP 24 1957
OFFICE OF
STATE HIGHWAY ENGINEER

Salem, Oregon
September 20, 1957

Mr. Tom Edwards
Construction Engineer
Department

I have received some intelligence that Ed Thunderburk is still complaining about the matter of time extension on the Elkton-Sutherlin Highway project. I got the impression in discussing this matter with you that it was settled; however, I do not believe that this is correct.

Will you make an investigation and give me a report.

Forrest Cooper
Deputy State Highway Engineer

FC:me

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OCT 1 1956
FOR FILING
FORM E-20X—[illegible]

S-216(5)

4762

W. C. WILLIAMS

**OREGON STATE HIGHWAY DEPARTMENT**

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
September 26, 1956

SUBJECT: Kellog Bridge-Yellow Creek
Elkton-Sutherlin Secondary
Contract No. 4762

To: Mr. Frank Morgan
Division Engineer
State Highway Department
Roseburg, Oregon

Reference is made to Density Determination of Soils tests dated September 17, 1956 showing relative densities of from 70 to 79 percent for the subgrade soils between Stations 603+60 to 614+00. While the moisture was very high at the time of test, further tests should be made to determine whether or not the required density has been obtained.

Will you please instruct the resident engineer to have further density tests made on this section when he believes the required density has been obtained by the contractor.

Also, please have him so mark the test report sheets that it is clear they represent retests of the particular section.

Tom Edwards
Construction Engineer

By L. H. Young
L. H. Young
Ass't Construction Engineer

LHY:WCH:je

cc Forrest Cooper ✓
Ray Webber

RECEIVED
SEP 26 1956
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
AUG 27 1956
FOR FILING

S-216(5)

4762

August 24, 1956

United Pacific Insurance Company
Mansfield & Company, Agents
Lewis Building
Portland, Oregon

Gentlemen:

J. Ira McNutt Construction Co. has submitted to this office a check for five per cent of the amount of their bid on the South Unit, Kellogg Bridge-Yellow Creek Section of the Elkton-Sutherlin Highway, which contract they refused to execute. We are, therefore, returning the proposal bond furnished by your Company assuring payment in the amount of five per cent of the bid.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:fp
Enc.

Photo copy of bond is also filed with proposal

A

Form E-46--5M--1-53

OREGON STATE HIGHWAY COMMISSION

# PROPOSAL BOND

KNOW ALL MEN BY THESE PRESENTS, That we, ..........

J. IRA McNUTT CONSTRUCTION COMPANY, as principal,

and the UNITED PACIFIC INSURANCE COMPANY,

a corporation duly organized under the laws of the state of Washington,

having its principal place of business at Tacoma,

in the state of Washington, and authorized to do business in the state of Oregon, as surety, are held and firmly bound unto the state of Oregon in the full and penal sum of five (5) per cent of the total amount of the bid of said principal for the work, hereinafter described, for the payment of which, well and truly to be made, we bind ourselves, our heirs, executors, administrators and assigns, and successors and assigns, firmly by these presents.

The condition of this bond is such that, whereas the principal herein is herewith submitting his or its proposal for the following highway construction, to wit:

SOUTH UNIT, KELLOGG BRIDGE - YELLOW CREEK SECTION of the

ELKTON-SUTHERLIN HIGHWAY, DOUGLAS COUNTY

said bid and proposal, by reference thereto, being hereby made a part hereof,

NOW, THEREFORE, if the said proposal and bid submitted by the said principal be accepted, and the contract be awarded to said principal, and if the said principal shall enter into and execute the said contract and shall furnish bond as required by the State Highway Commission within the time fixed by said Commission, then this obligation shall be void; otherwise to remain in full force and effect.

Signed and sealed this 4th day of June, 1956

J. IRA McNUTT CONSTRUCTION COMPANY

By
(Theo. Schneider)
Principal

UNITED PACIFIC INSURANCE COMPANY

By L W Neff
L. W. Neff, Attorney-in-Fact

Surety

Countersigned at

Portland, Oregon, this

4th day of June, 1956

MANSFIELD & CO.

By L W Neff

Resident Agent

State Printing 65893

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AUG 14 1956
FOR FILING

S 216 (5)

4762

August 13, 1956

Funderburk Const. Corp.
P. O. Box 633
Sutherlin, Oregon

Gentlemen:

We enclose herewith for your files a fully executed copy of contract No. 4762, which was awarded to you by the State Highway Commission, covering the South Unit, Kellogg Bridge-Yellow Creek Section of the Elkton-Sutherlin Highway in Douglas County.

We are also sending a copy of this contract to the surety on your performance bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encl.

RECEIVED
AUG 1 1956
FOR FILING

S-216 (5)

4762

July 25, 1956

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

This is to advise you that work was started on July 19, 1956 on Contract No. 4762, S. Unit, Kellogg Bridge-Yellow Creek Section, in Douglas County, in connection with Federal Aid Project No. S-216(5).

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Deputy State Highway Engineer

WCW:bb

RECEIVED
JUL 17 1956
FOR FILING

2-216 (5)

4762

July 16, 1956

Funderburk Construction Corp.
Sutherlin, Oregon

Gentlemen:

The State Highway Commission on July 13, 1956 awarded to you State Highway Contract No. 4762 for grading and paving the South Unit, Kellogg Bridge-Yellow Creek Section of the Elkton-Sutherlin Highway in Douglas County.

This award was based on your bid of $276,215.00 which was the low bid submitted to the Commission on that day for this project. Contract forms will be sent to you for execution within the next few days.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

blm

cc: Forrest Cooper
S. H. Probert
R. G. Savage, SIAC

RECEIVED
MAR 29 1956
FOR FILING

S-216 (5-1)

1362

March 28, 1956

#139

Oregon State Highway Commission

Gentlemen:

We have completed our survey for the South Unit of the Kellogg Bridge-Tyee Bridge Section of the Elkton-Sutherlin Secondary Highway in Douglas County, and I enclose herewith a sketch map indicating the relocation.

We have an allotment of $257,700 of federal-aid secondary funds for this project, and it is proposed to call bids at the May letting. This section of the Elkton-Sutherlin Highway is in a deep canyon of the Umpqua River, and the construction cost is quite high, our estimate being $257,700 for the 3.1-mile section indicated by the survey, which is slightly in excess of $80,000 per mile.

This matter will be on the agenda, and I recommend your approval of the survey as indicated.

Very truly yours,

R. H. Baldock
State Highway Engineer

Enclosure

cc Mr. Forrest Cooper
Mr. R. L. Porter

WCW:me fn

RECEIVED
MAR 29 1956
FOR FILING

FORM 830—50M—11-55—90224

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**OREGON STATE HIGHWAY DEPARTMENT**

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
Dec March 27, 1956

SUBJECT:

NOTED
W. C. WILLIAMS

To: Mr. W. C. Williams
Deputy State Highway Engineer
Office

Herewith seven copies of a sketch map of the Kellogg Bridge-Tyee Bridge Section of the Elkton-Sutherlin Highway, in Douglas County, for use in securing Commission approval of the survey. This project is tentatively scheduled for letting at the May 31st Commission meeting, with a budgeted amount of $257,700.00.

This project had originally been called the South Unit, Yellow Creek Section, however, a check of the previous survey approval shows that what was originally called the Yellow Creek was actually Tyee Bridge, which leaves no survey approval between Yellow Creek and Tyee Bridge. Previous construction actually ends at Station 689+00 as shown on the attached map.

Mr. Cooper has checked and approved these maps.

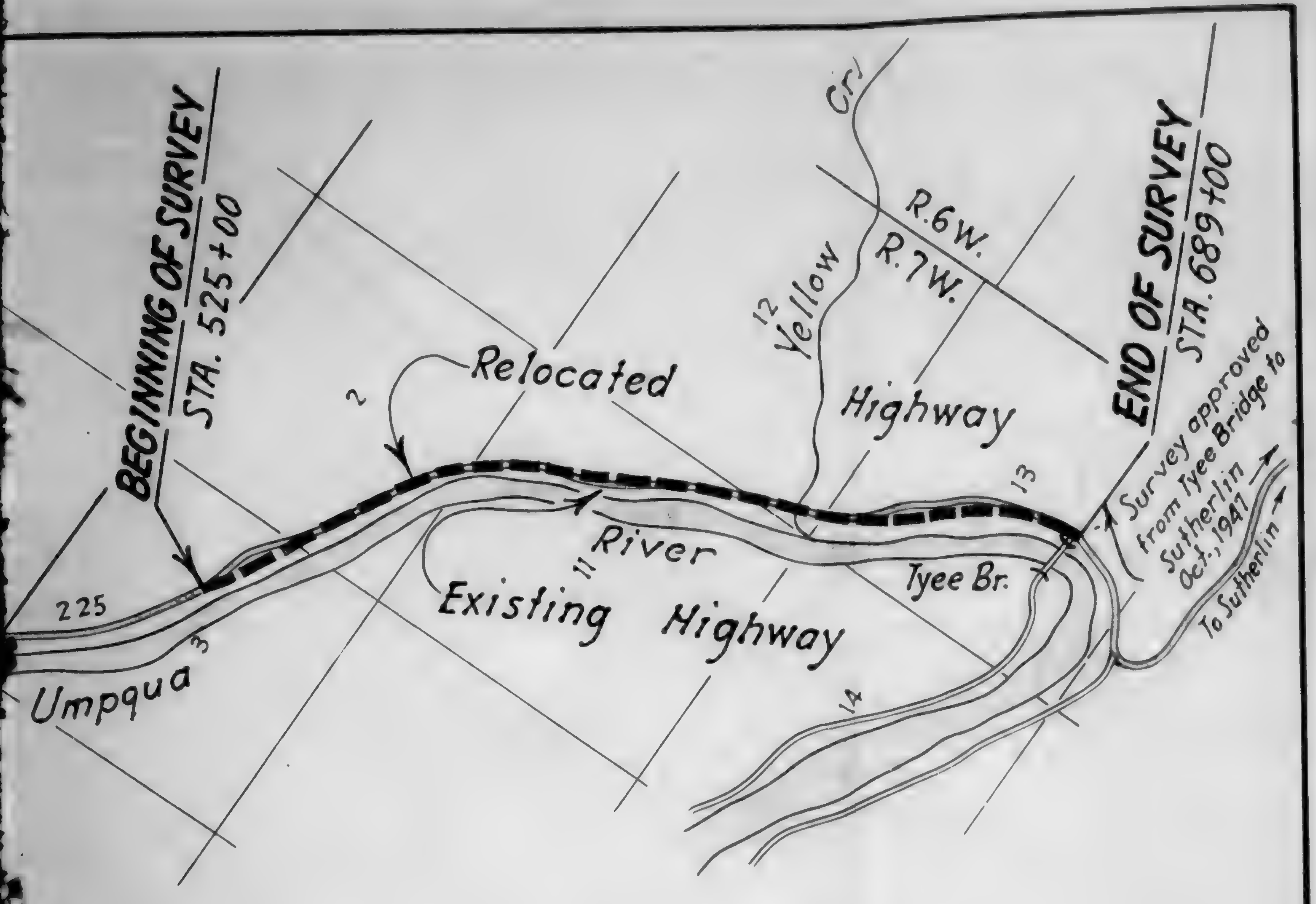
Forrest Cooper
Construction Engineer

By Edwin A Pease
Edwin A. Pease
Construction Office Engineer

EAP:of

Encls.

1R-5-870



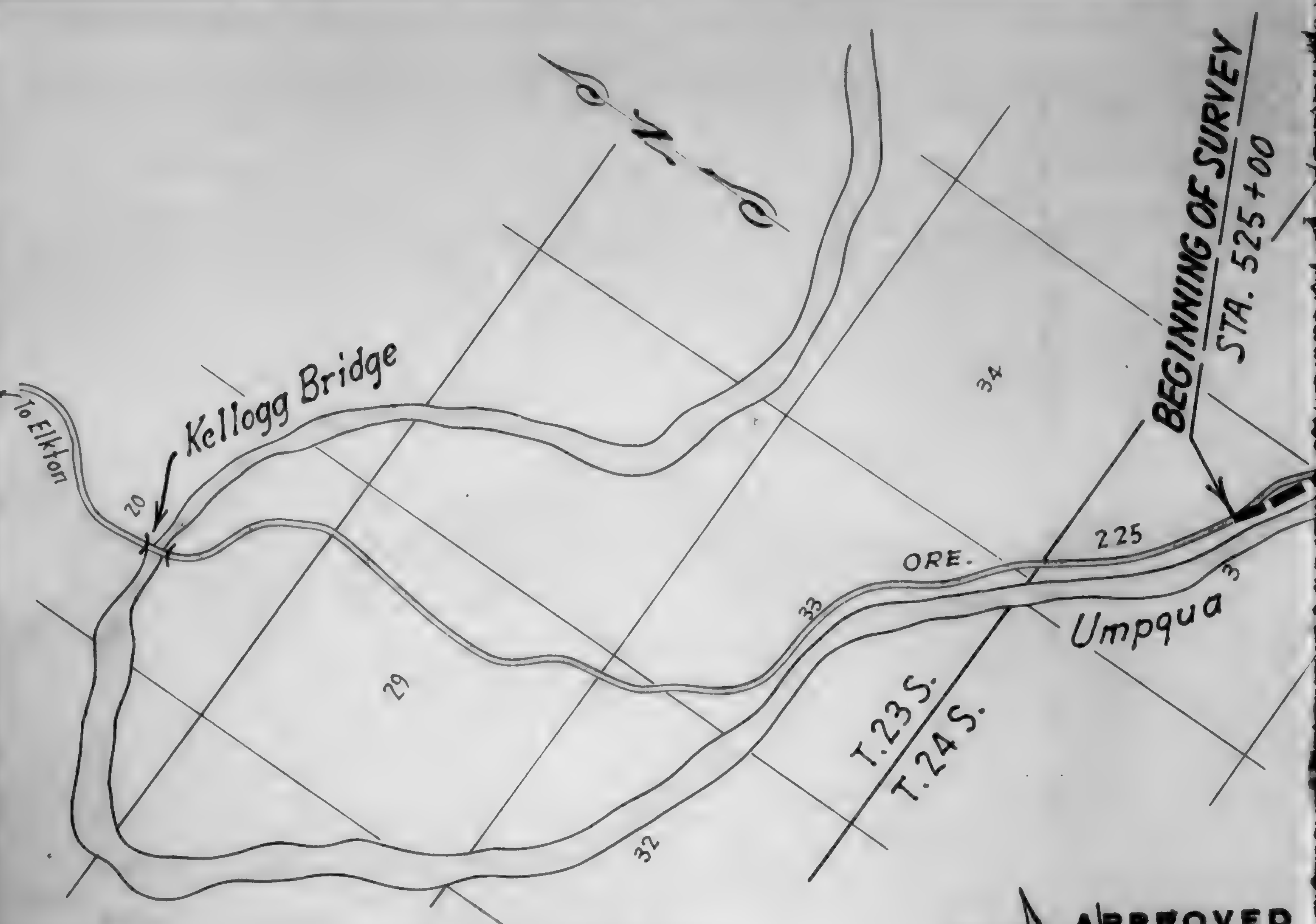
**APPROVED**
DEPUTY STATE HIGHWAY ENGINEER
Date 3-27-56

OREGON STATE HIGHWAY DEPARTMENT
Survey Approval Map

# S. UNIT, KELLOGG BR.- TYEE BR. SECTION

ELKTON – SUTHERLIN HIGHWAY
DOUGLAS COUNTY
Scale: 2" = 1 Mi. April, 1956
DRG. NO. 1R-5-870

Note: For details see Drg. No. 8B-1-10, April, 1956

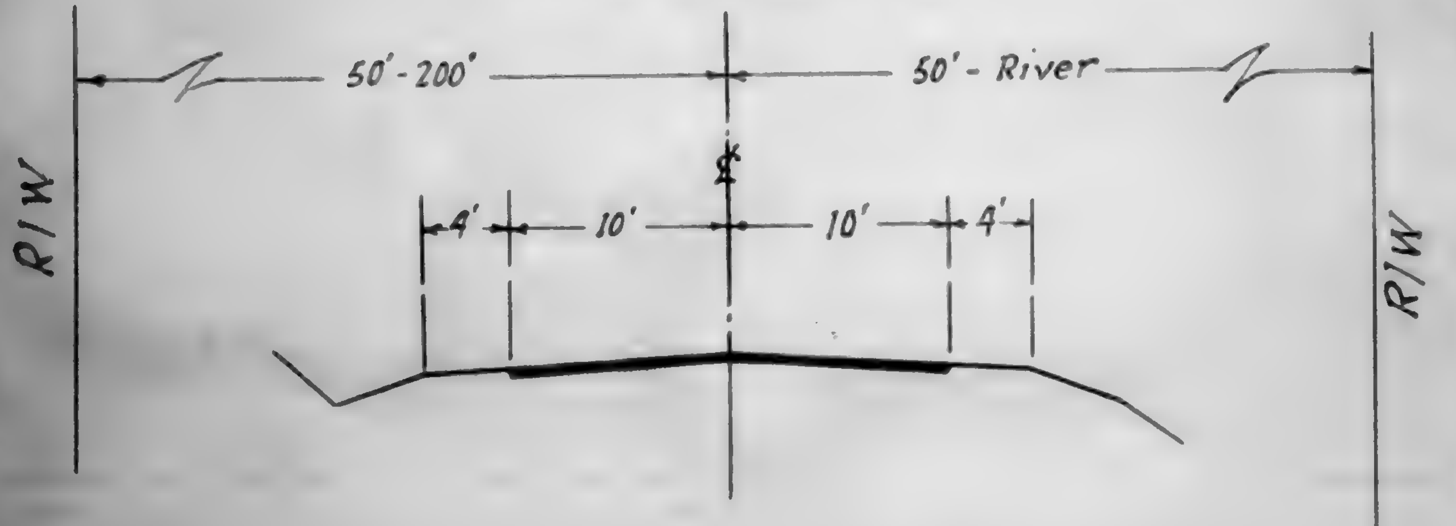


**APPROVED**

DEPUTY STATE HIGHWAY ENGINEE

Date 3-27-56

## TYPICAL SECTION



15-4217 Torrent Creek Embankment Repair1956
Project.
#4763

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**OREGON STATE HIGHWAY DEPARTMENT**

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
February 10, 1958

SUBJECT: C. E. Wells, et al.
v.
State of Oregon
Case No. 57-223-L
Our file L-2769

4763

To: Mr. Forrest Cooper
Deputy State Highway Engineer
Salem, Oregon

As you may recall, plaintiffs in the above-entitled case (which was tried several months ago in Medford) contended that they had actually excavated more material under their contract than was allowed for by the State. At the trial it developed that our initial estimate of the amount of material to be excavated to repair the slide area was far in excess of that actually determined on the basis of the material measured in place and the remeasurement of the washout. The trial was further complicated from the State's point of view in that we had to concede a second error in the computation of the final payment, which error stemmed from an unfortunate transposition of numbers in copying them from the field notes.

Plaintiff attempted to prove the quantity of material removed by introducing evidence of a truck count. This was successfully excluded. Our own preliminary estimate figure, however, was allowed to go into the case as an admission by the State. And the jury returned a verdict based upon this estimate in spite of our contention that it was incorrect and that our later measurements were correct.

The attached opinion by Judge Kelly sets aside the jury's verdict and authorizes a judgment against the State based upon our testimony of the amount due. It is being sent to you for your general information.

John C McLean
JOHN C. McLEAN
Staff Attorney

JCMcL:ap

Enc.

NOTED
FORREST COOPER

RECEIVED
FEB 10 1958
OFFICE OF
STATE HIGHWAY ENGINEER

IN THE CIRCUIT COURT OF THE STATE OF OREGON

FOR THE COUNTY OF JACKSON

| | | |
|---|---|---|
| C. E. WELLS, MILTON HAMILTON and NORMAN GLASCOCK, co-partners dba PHOENIX SAND AND GRAVEL,<br>Plaintiffs,<br>-vs-<br>STATE OF OREGON, by and through its State Highway Commission, composed of CHARLES H. REYNOLDS, M. K. McIVER and ROBERT B. CHESSMAN,<br>Defendant. | ) | No. 57-223-L<br>OPINION |

This case came on for trial on October 24, 1957. On October 25th jury verdict was returned in favor of plaintiffs in the sum of $3,356.32. Order receiving the verdict was entered on October 25th. On November 19th, formal judgment was entered and filed on the verdict of the jury. Both prior to the entry of the formal judgment and subsequent thereto, the defendant filed motion for judgment for plaintiffs in the amount of $84.95, notwithstanding the jury verdict and, in the alternative, for judgment for plaintiffs in the sum of $500.01.

Prior to the commencement of trial, defendant's answer (See Plaintiffs' Exhibit "6") alleged full payment of all moneys due plaintiffs under highway construction contract. During trial defendant conceded that, due to an error in transposing figures, it had learned that plaintiffs still had coming the sum of $84.95, in which sum it conceded judgment should be entered. Since this concession was made subsequent to the commencement of trial and involved an amendment during course of trial, the court feels that defendant is not in the position of one who has made a tender and kept the tender good.

Moreover, it developed by undisputed testimony that upon completion of the work under the contract there had been mailed to plaintiffs (See

Defendant's Exhibit "G") a check in the sum of $415.06, together with a statement supporting the payment in question, which check plaintiffs had not cashed and had not accepted by reason of its being submitted as full and final payment on the contract in question. There is no dispute that this amount is likewise owing from defendant to plaintiffs. Since the balance due under the contract is the principal issue between the parties in this case, the judgment entered herein, to properly protect plaintiffs, must make some provision for this $415.06, which they concededly have coming to them.

The usual rule in such cases is that if a tender of an amount conceded is made and kept good, judgment may be entered for the plaintiff in the event of subsequent litigation but the tender will have the effect of relieving the defendant from costs, provided such tender is alleged in the answer and proved and kept good by being brought into court and deposited with the clerk. See ORS 20.180.

In this case there was no allegation of tender prior to trial and there has not been any deposit of the amount now alleged to be tendered with the clerk of the court, so as to bring defendant within the provisions of ORS 20.180.

It would be manifestly unjust in this case, where it is conceded that defendant is indebted to plaintiffs in the sum of $500.01, to enter judgment for any less sum, since any judgment entered herein obviously adjudicates all questions between the parties and plaintiffs would, by the entry of any less judgment, be deprived of any means of recovery of the $415.06 conceded to be due in addition to the $84.95, unless judgment for the total of both sums is entered herein.

Defendant cites ORS 291.462, which provides for examination and auditing of claims by its Secretary of State. This section, of course, must be read with ORS 30.320, which authorizes a suit or action against the State of Oregon by and through the State Highway Commission upon a contract made by such Commission within the scope of its authority, and ORS 30.390, which provides the manner in which judgments for recovery of money against a public corporation shall be satisfied.

ORS 291.462 applies to claims against the State prior to commencement of action under ORS 30.320. It does not, by its terms, make the submission of a claim under ORS 291.462 a condition precedent to commencement of action under ORS 30.320. Where a claimant avails himself of his right of action under ORS 30.320, which results in judgment in his favor, the judgment is then satisfied and discharged as provided in ORS 30.390. The claim or account would, of course, be merged in the cause of action once the plaintiffs' complaint were filed.

It is contended that there might be some confusion by reason of the final voucher being outstanding and some possibility of double payment. It is believed that the defendant Commission and the Secretary of State are amply able to prevent any such double payment by notification to the Secretary of State of the pendency of this action and presentation of notice that the voucher not be honored, or by instituting some stop payment procedure on it.

The case of State Highway Commission v. Rawson, 64 Or. Adv. Sheets 911, 312 P(2d) 849, is not applicable to this action since the oversight in making the tender required by ORS 20.180 is that of the defendant Commission and does not appear to be that of its attorneys. It is quite clear under ORS 20.180 that a defendant must not merely allege his tender of a certain amount of money in full payment, but must bring the amount into court and deposit it with the court for the plaintiff. See Jacobs v. Oren, 30 Or. 593, 48 P. 431; McGee v. Beckley, 54 Or. 250, 102 P. 203; Equitable Life Assurance Society v. Boothe, 160 Or. 679, 86

P(2d) 960. Tender after institution of suit is too late to entitle defendant to costs. Harrison v. Beals, 111 Or. 563, 222 P. 728.

For the foregoing reasons, the court concludes that plaintiffs are entitled to judgment against defendant in the sum of $500.01 and plaintiffs' costs and disbursements, if it should conclude that the jury verdict should be set aside in accordance with defendant's motion.

Defendant's motion for judgment notwithstanding the verdict is based upon ORS 18.140, as amended by Chapter 348, Oregon Laws 1957. The record will show that the cause was submitted to the jury subject to defendant's right to file such motion under this statute.

Defendant contends that plaintiffs failed to sustain the burden of proof of the allegations of their complaint and there was insufficient evidence to go to the jury or to support the verdict; that the verdict was based upon speculation, conjecture and surmise; was based upon a cubic yardage figure composed of an estimate rather than a measurement as required by the governing contract; and that it was not based upon measurement of excavated material in place prior to excavation as required by the contract.

It is provided by Article VII, Section 3, Oregon Constitution, that no fact tried by a jury shall be otherwise reexamined in any court of this state unless the court can affirmatively say there is no evidence to support the verdict. If there be any evidence in the record to support the verdict, including presumptions or inferences from evidence in the record, the verdict should stand and should only be set aside when the court can affirmatively say there is no evidence to support it.

It was testified by the witness Wimer, an employee of the defendant Highway Commission, that prior to the work in question being submitted for bids he made or caused to be made measurement of the hole in the highway, which the work contemplated filling. These measurements were not, according to his testimony, made by guess or conjecture. Instead, the area to be filled was carefully and accurately measured in all its dimensions and it was determined that it measured 13,040 cubic yards in capacity. To this figure was added an estimated amount to cover shrinkage or compaction. After adding the figure for compaction, a total figure of 14,996 cubic yards was obtained. In addition to Mr. Wimer's testimony is that of the Assistant Division Engineer, Mr. Chandler, on cross examination that the area of a hole determined by measurement is a matter of mathematics and not one of guess or conjecture.

Since this 14,996 cubic yard figure appears from the evidence to have been arrived at in accordance with sound and generally recognized engineering methods and is not explained away by any testimony of its being erroneous, other than the conclusions of certain witnesses based upon the disagreement of such measurement with that arrived at through construction cross section measurements of the borrow area before and after the job was completed, the court would necessarily have to conclude that the question of whether Wimer's measurements of the hole, plus compaction, as distinguished from construction cross section measurements taken of the borrow area were properly submitted to the jury, unless the provisions of the contract, Plaintiffs' Exhibit "A" and Defendant's Exhibit "C", clearly establish the construction cross section measurements of the borrow area as the measure of plaintiffs' work.

The contract (Plaintiffs' Exhibit "A") consists of Special Provisions, Schedule of Contract Prices, and Contract, in which Standard Specifications for Highway Construction, Issue of May 1, 1954 (Defendant's Exhibit "C") are incorporated by reference.

It is provided by Section 11 of the contract:

> "Payment for work done under this contract will be made at the unit prices listed on the inserted sheet or sheets which follow. The quantities given are approximate only, and it is neither expressly nor by implication agreed that the actual amounts of work to be done and paid for will be in accord therewith.
>
> "Item No. 1. General Excavation, Common, 16,000 cubic yards, Unit Price .645 - Amount $10,320.00."

Sec. 111 of the contract provides:

> "The State agrees to pay to the said contractor the amount earned, as determined by the actual quantities of work performed and the prices and other bases of payment specified, and taking into consideration any amounts that may be deductible under the terms of the contract, and to make such payments in the manner and at the times provided in the applicable Standard Specifications or Special Provisions."

Sec. 1.3.2 of the Standard Specifications reiterates that the quantities shown on the plans and given under the heading "Schedule of Contract Prices" are approximate only and are not to be taken to be either representations or warranties.

Sec. 1.9.1 of the General Provisions of the Standard Specifications reads:

> "All work completed under the contract shall be measured by the engineer according to United States Standard Measures. The methods of measurement and computation to be used in the determination of the quantities of materials furnished and the quantity of work performed under the contract shall be those methods generally recognized as good engineering practice, which in the opinion of the engineer give the greatest accuracy consistent with practicable application."

It is provided by Sec. 1.9.10 that at a regular period each month the engineer shall make an estimate of the amount of work completed and of the value of the completed work and that partial payments shall be made to the contractor based thereon. It is further provided in this section:

> "The estimates upon which partial payments are based are not represented to be accurate estimates, and

> all quantities shown therein are subject to correction in the final estimate."

Sec. 1.9.13 provides:

> "As soon as practicable after the completion and acceptance of the work under the contract, there shall be prepared by the engineer a final estimate of the quantities of the various classes of work performed"

and that

> "All prior partial estimates and payments shall be subject to correction in the final estimate and payment."

Sec. 2.4.33 provides:

> "A cubic yard of excavation shall be understood to be the excavation of a cubic yard of material measured in original position (position prior to excavation)."

Finally, it is provided by Sec. 1.5.1:

> "To prevent misunderstandings, disputes and litigation, it is expressly understood by all of the parties to the contract, that the engineer shall, in all cases, determine any and all questions which may arise concerning the quality, quantity and acceptability of materials furnished and work performed; and the amounts and classifications of the several kinds of work and materials; and his estimates and decisions in these matters shall be final, binding and conclusive upon all parties to the contract."

The foregoing appear to be the applicable and decisive provisions of the contract between the parties in this case. While plaintiff has sued defendant for recovery on quantum meruit, nevertheless where it conclusively appears, as in the instant case, that there was an express contract between the parties, the provisions of such contract control either in quantum meruit action or upon the contract itself. See Inland Construction Co. v. Pendleton, 116 Or. 668; Howland v. Iron Fireman Mfg. Co., 188 Or. 230.

By ORS 17.245 it is provided that "the construction of statutes and other writings are to be decided by the court in all discussions of

CCR.

law addressed to it".

Under this statutory mandate, it was the duty of the court and not of the jury to construe and interpret the contract in question, except where the meaning and construction depend upon intrinsic facts which are doubtful and disputed. See Wade v. Johnson, 111 Or. 468, 227 P. 466.

Applying the foregoing propositions of law to the contract in question, it is plain that the contract provides that all estimates prior to those upon which final payment is made are preliminary and approximate only and that the only estimate binding upon the defendant Commission is that based upon determinations of quantities by the engineer. Further, it is plain that the basis of measurement of yardage excavated is in original position, that is position prior to excavation, and that any measurements of the area to be filled, no matter how mathematically precise or correct, are by the contract excluded.

Further and finally, it is clear the provisions of Sec. 1.5.1 of the General Provisions, which makes the determination of the engineer in case of misunderstandings, dispute and litigation as to quantities furnished and work performed final, binding and conclusive, must be given effect insofar as the law so provides.

Except for the provisions of Sec. 1.5.1, which make the determination and decision of the State engineer final and conclusive, the question of whether or not there was error or mistake in fact in the final estimate of the quantities of work performed might properly have been submitted to the jury.

It is quite clear, however, from numerous decisions of the Oregon Supreme Court, as well as decisions of other jurisdictions, that provisions similar to Sec. 1.5.1, making the State engineer's final determination of quantities conclusive, is valid and enforcible, except in case of fraud or gross error. See 9 Am. Jur. 26, Building and Construction Contracts, Sec. 36-38; 54 ALR 1255; 110 ALR 137; Mayer v. East Side Logging Co., 130 Or. 341; Friberg v. Elrod, 136 Or. 186.

Plaintiff argues that by reason of a variance of between thirty and forty percent between the measurement of the area to be filled and the actual quantities determined by the State engineer, that is sufficient evidence of gross mistake to have been submitted to the jury, being sufficient to necessarily imply bad faith or failure to exercise honest judgment.

This contention, we believe, is answered by the following language of Mayer v. East Side Logging Co., Supra:

> "It is to be observed that almost every court which has defined the kind of mistake which will justify an impeachment of the engineer's award has spoken of 'a palpable mistake', 'a mistake so clear that it implies bad faith', 'evident mistake', 'a clearly proven mistake', 'a failure to exercise an honest judgment', 'arbitrary action'. This court has not only employed language to like effect, but has never disregarded an engineer's certificate on account of a mistake unless the latter was of the above type."

The court then discusses three cases in which impeachment of the engineer's award was upheld. In Sweeney v. Jackson County, 93 Or. 96, it appeared the engineer's staff was inadequate to discharge the numerous duties assigned to it, with the result that there were numerous errors and the classifications clearly did not express the Highway engineer's judgment.

In Baker v. Multnomah County, 118 Or. 143, in construction of a road 9,600 feet in length, errors were made totaling 8,037 cubic yards and, in one segment alone, the error aggregated $1,176.00.

In North Pacific Construction Co. v. Wallowa County, 119 Or. 565, excavation estimated as general excavation proved to be erroneous in that a large amount of rock was encountered. It was evident that the engineer had classed a great amount of rock work as common excavation.

In instructing the jury as to Sec. 1.5.1, the court instructed that the determination of the State engineer under such section would be binding and conclusive except in case of fraud or mistake. This instruction appears to have been erroneous, since the kind of mistake which would justify impeachment of the engineer's award must be a gross mistake or error. In the judgment of the court, there was no evidence in this case of such gross mistake as to necessarily imply bad faith or a failure to exercise honest judgment. True, the original estimate, as in many instances, was greater than the amount of work actually done or excavation actually performed.

Nevertheless, it appeared from the evidence that the final quantities as determined by the State engineer were based upon measurement not only of cross sections of the hill area used to fill the embankment but likewise of cross sections of the embankment itself as it was filled. It appeared in the evidence that the quantities as determined by the latter two methods corresponded. Thus it is a case of one measurement, the initial one, not taken in the manner provided by the contract, and by the very terms of the contract being preliminary and an estimate only, subject to correction in the final estimate, standing against two measurements taken by cross section methods in the actual construction itself. It is quite apparent that under the contract provisions the discrepancy between the original estimate and the final measurements taken by the State engineer to determine quantities actually excavated was at most an honest mistake of fact and could not, in any case, be considered such a gross mistake or error as to imply bad faith or fraud.

The court has previously mailed out copy of order in conformity with this opinion setting aside judgment based upon the jury's verdict in this case and entering judgment for plaintiffs in the sum of $500.01, together with their costs and disbursements. This opinion is mailed counsel so that the parties will be informed of the basis of the court's action in setting aside the judgment.

Dated at Medford, Oregon, this 23rd day of January, 1958.

/s/ Edward C. Kelly
Circuit Judge

Copies to:
Mr. John C. McLean
Mr. Sidney E. Ainsworth

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H. B. Glaisyer

COMMISSIONERS
BEN R. CHANDLER, CHAIRMAN
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H. B. GLAISYER
SECRETARY

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

W. C. WILLIAMS
STATE HIGHWAY ENGINEER
FORREST COOPER
DEPUTY STATE HWY. ENGR.
C. W. ENFIELD
CHIEF COUNSEL

AGENDA
MAY 16 1957
2-K

April 25, 1957

2k

Oregon State Highway Commission

Re: Report of Institution of Case of Phoenix Sand & Gravel Company vs. State of Oregon.

Gentlemen:

On April 21, 1957, service of summons and complaint was made upon Mr. H. B. Glaisyer, Secretary for the Highway Commission, in the case of C. E. Wells, Milton Hamilton and Norman Glascock, co-partners d/b/a Phoenix Sand & Gravel Company vs. State of Oregon, by and through its State Highway Commission. The complaint alleges that between August 1, 1956 and October 8, 1956, the plaintiff, at the request of the State, performed services and furnished materials in connection with embankment repair at Torrent Creek in Jackson County, Oregon. It is alleged that the State agreed to pay a reasonable sum for the work and that the sum of $10,527.69 is a reasonable sum. It is further alleged that only $6,316.10 has been paid, leaving a balance due in the amount of $4,211.59. The plaintiffs demand judgment in that amount, together with interest from October 8, 1956, and for their costs and disbursements.

Our files reveal that on July 13, 1956, the State Highway Commission awarded Contract No. 4763 to Phoenix Sand & Gravel Company for an enbankment repair on the Torrent Creek Section of the Pacific Highway in Jackson County. The contract provided for an estimated 16,000 cubic yards of general excavation for which the Phoenix Sand & Gravel Company bid 64½ cents per cubic yard, or a total of $10,320.00. Upon completion of the job, the measurements and computations of the State Highway Department revealed that only 9,924.1 cubic yards of materials were actually excavated which, at the unit bid price, would entitle the contractor to the sum of $6,401.04. The plaintiff in the above case contends that the measurements and calculations of the State Highway Department are in error, and insist that a total of 16,322 cubic yards of materials were excavated, which would entitle the plaintiff to additional compensation sued for. It was for the purpose of collecting this additional amount that the complaint was filed.

NOTED
H. B. GLAISYER

CCR.

Re: Report of Institution of Case of Phoenix Sand & Gravel Co. vs. State of Oregon.

We will proceed with the defense of this action and will keep you advised of any significant development.

Very truly yours,

LEONARD I. LINDAS
Chief Counsel

LIL:br:nm
cc: W. C. Williams
Forrest Cooper
H. B. Glaisyer
C. H. Maison
Robert Y. Thornton

Forrest Cooper

A

FORM E-122 2OM REVISED

COMMISSIONERS
BEN R. CHANDLER, CHAIRMAN
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Portland
H. B. GLAISYER
Secretary

OREGON
STATE HIGHWAY DEPARTMENT
SALEM

R. H. BALDOCK
State Highway Engineer
W. C. WILLIAMS
1st Asst. State Hwy. Engr.
W. W. STIFFLER
2nd Asst. State Hwy. Engr.
C. W. ENFIELD
Chief Counsel

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15-4217

4763

Contract No. 4763
Torrent Creek Section
Embankment Repair
Your File No. 57-714

Mr. Sidney E. Ainsworth
Ashland Professional Center
485 East Main Street
Ashland, Oregon

Dear Mr. Ainsworth:

This is in response to your letter of February 6, 1957, concerning the above matter.

We note your statement that the computation of your client of the quantity of earth removed is based upon an actual load count made while the trucks removed the dirt. It has been our experience that computing quantity by load counts is an inaccurate an unsatisfactory method of determining the amount of materials moved because of the uncertainty of the actual amount of material contained in each load. The quantity of material carried in any given load will vary, depending upon moisture content, swell and shrinkage factors and other circumstances. It was because of this situation that the State Highway Commission determined the best method of computing quantities of excavation to be by means of cross section measurement and other data.

Your attention is respectfully drawn to the provisions of Paragraph 2.4.33 of the Standard Specifications for Highway Construction, which were incorporated with and made a part of the above contract. That paragraph provides, in part, as follows: "A cubic yard of excavation shall be understood to be the excavation of a cubic yard of material measured in original position (position prior to excavation)."

It would seem to me that the claim of your client is specifically and adequately controlled by the provisions of the contract, pursuant to which he performed the work. Under the circumstances, we have no alternative but to reaffirm our previous denial of your client's claim.

Very truly yours,

ROBERT L. MAY, JR.
Acting Chief Counsel

NOTED
FORREST COOPER

RLM:mm

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1957
OFFICE OF
STATE HIGHWAY ENGINEER

FORM E-123 80M REVISED

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STATE HIGHWAY DEPARTMENT
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
W. C. WILLIAMS
1ST ASST. STATE HWY. ENGR.
W. W. STIFFLER
2ND ASST. STATE HWY. ENGR.
C. W. ENFIELD
CHIEF COUNSEL

15-4217

4763

February 5, 1957

Mr. Sidney E. Ainsworth
Attorney at Law
Ashland Professional Center
485 East Main Street
Ashland, Oregon

Re: Torrent Creek Section
Embankment Repair
Contract No. 4763

Dear Mr. Ainsworth:

This is in response to your letter of January 26, 1957, concerning the claim of the Phoenix Sand & Gravel Co. for work performed under the above contract.

With respect to the quantity of excavation, the computations of our engineers were based upon cross section measurement and other data which are available for inspection in this office. We feel quite sure that the measurements and computations are correct; however, if you would like to examine the records in this office, please let me know, and I will be most happy to make the necessary arrangements.

With respect to your contention that the bid of Phoenix Sand & Gravel was to perform the captioned project for the total amount of $10,320.00, rather than on a unit basis, your attention is respectfully drawn to the following provision of the contract:

> "Payment for work done under this contract will be made at the unit prices listed on the inserted sheet or sheets which follow. The quantities given are approximate only, and it is neither expressly nor by implication agreed that the actual amounts of work to be done and paid for will be in accord therewith."

I feel that the final estimate and voucher prepared by our engineers is entirely correct; however, if I can be of any further

NOTED
FORREST COOPER

Mr. Sidney E. Ainsworth
February 5, 1957
Page 2

service to you, please let me know.

Very truly yours,

ROBERT L. MAY, JR.
Acting Chief Counsel

RLM:br
cc: Mr. Forrest Cooper
Mr. S. H. Probert

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FEB 6 1957
OFFICE OF
STATE HIGHWAY ENGINEER

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4763

LAW OFFICES
SIDNEY E. AINSWORTH
ASHLAND PROFESSIONAL CENTER
485 EAST MAIN STREET
ASHLAND, OREGON
TELEPHONE 8-5351

January 26, 1957

Oregon State Highway Department
State Highway Building
Salem, Oregon

Re: Torrent Creek Section -
Embankment Repair
Contract No. 4763

Gentlemen:

Please be advised that Phoenix Sand and Gravel believes the amounts specified in the final estimate and voucher prepared by the engineer, as concerns the captioned project, is incorrect and insufficient.

The engineer's final estimate shows the excavation of 9,792.4 Cubic Yards, General Excav., Common.

Phoenix Sand and Gravel actually excavated 16,322 Cubic Yards in the completion of this project, and the itemized statement of their claim is as follows:

|  |  |  |
|---|---|---|
|  | 16,322 Cu. Yds. @ .645 = | $10,527.69 |
| less | 9,792.4 Cu. Yds @ .645= | 6,316.10 |
|  | Net balance due | $ 4,211.59 |

Further, it is the contention of Phoenix Sand and Gravel, and my impression is justifiably so, that they bid, and the State Highway Department accepted their bid, to do the excavation on the captioned project for the total amount of $10,320.00, rather than on a unit basis, hence the actual NET BALANCE DUE is $4,003.90, based upon the total project excavation bid.

Feel free to use your own method of payment, based upon one of the above balances due, and transmit the balance to my office.

Sincerely yours,

Sidney E. Ainsworth
SIDNEY E. AINSWORTH

SEA/fd

NOTED
[illegible]

RECEIVED
JAN 28 1957
OREGON
STATE HIGHWAY COMMISSION

Copy to Bob [illegible]
with notation "I assume
you will answer."

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DEC 10 1956
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15-4217

4763

Salem, Oregon
December 6, 1956

160

Mr. Robert L. May
Acting Chief Counsel

In reply to your letter of November 16, 1956, which refers to the contract for embankment repair on the Torrent Creek Section, Contract No. 4763, Phoenix Sand and Gravel Company, I wish to advise that investigation brings to light the following:

This was one of those hurry-up emergency repair jobs on which we used 50 per cent emergency relief government funds. The contract items were pulled together quite hurriedly, and, as usual, the only relation between the final quantities and the original is that they are both written in Arabic numerals. As there are only two items involved, I list them herein, giving original and final quantities. Obviously, somebody goofed.

| Item | Unit | Unit Price | Original Authorization Quantity | Original Authorization Amount | Final Quantities Quantity | Final Quantities Amount |
|---|---|---|---|---|---|---|
| General Excavation, Common | C. Yd. | $0.645 | 16,000 | $10,320.00 | 9,924.1 | $6,401.04 |
| Sprinkling | M-Gal. | 10.00 | 10 | 100.00 | 76.44 | 764.40 |

I suggest that you direct a letter to Neff, Frohnmayer and Lowry, explaining to them that the work was done on a unit bid basis, that the final quantities are borne out by job records, and that the contractor was paid for work actually done. We shall then brace ourselves for the second go-around.

Forrest Cooper
Deputy State Highway Engineer

FC:me

cc Mr. Tom Edwards

FORM 230—50M—6-56—96654

# OREGON STATE HIGHWAY DEPARTMENT

## INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
November 29, 1956

**SUBJECT:** Torrent Creek Embankment Repair
Pacific Highway
Contract No. 4763

**To:** Mr. Forrest Cooper
Deputy State Highway Engineer
Office

In accordance with your Assignment No. 160, regarding the claim by Ervin B. Hogan, attorney in behalf of the Phoenix Sand and Gravel Company, contractors on the subject named job, I wish to advise that we have had the earthwork quantities checked and find that the final amount of excavation to be paid for under this contract is 9,792.4 cubic yards. This has occasioned an underrun from the 16,000 yards which was the contract quantity, of 38.7 percent. The fill quantities on this job were considerably lower. Information from the field indicates that the contractor is basing his estimate of quantity of 16,322 cubic yards on truck measure. This, of course, is not in accordance with the contract, which provides for the method of measurement in Section 2.4.33.

It is my recommendation that the above information be given to the Phoenix Sand and Gravel Company and drop our voice waiting for them to make the next move. A final estimate and voucher were sent to the Phoenix Sand and Gravel Company on November 15, 1956.

A copy of Morgan's report on the matter is attached for your further information.

Tom Edwards
Construction Engineer

By L. H. Young
L. H. Young
Ass't Construction Engineer

LHY:jc

Encl.

cc Robert L. May, Jr.

NOTED
FORREST COOPER

RECEIVED
1956
OFFICE OF
STATE HIGHWAY ENGINEER

FORM E-90X—90M—11-55—90225

# OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Roseburg, Oregon
Nov. 27, 1956

SUBJECT: Torrent Creek Excavation
Assign.#6CE

To: Tom Edwards
Construction Engineer
Salem, Oregon

Reply is made to your note of November 21, 1956 requesting a report on the actual amount of excavation material moved on the Torrent Creek Section of the Pacific Highway in Jackson County, Contract #4763.

Please be advised that the semi-final estimate for this project has been submitted to your office and shows that 9924.1 cu.yds. of excavation material was moved on the above mentioned project.

This project was set up from quantities based on field embankment cross-sections which indicated that the material necessary to complete the fill would amount to 14,628 cu. yds.

I attach hereto a roll of construction cross-sections which shows the actual volume of excavation removed and the amount of embankment constructed. We have checked the quantity of excavation performed on this project and believe that Mr. Hick's quantity as mentioned above is the exact amount for which the contractor is entitled to received payment. On the roll of cross-sections you will note that the actual fill constructed was considerably less than that indicated on the location estimate. This is indicated by the fact that the location cross-section is considerably larger than the ones obtained on construction.

It would appear that the contractor is insisting that the State pay for in the neighborhood of 16,000 cu.yds. when in actuality he only moved 9924.1 cu.yds. The contractor insists that he kept track of the loads by truck measure and feels that he actually placed that much material in the fill. Check of the excavation cross-sections indicates that the contractor is in error.

It may be that the contractor has some claim for loss of anticipated profit due to the fact that he performed 9924.1 cu.yds. of excavation instead of the estimated 14,628 cu. yds.

I recommend that Neff, Frohnmayer and Lowry, Attorneys at Law representing the contractor on this project, be advised that the excavation on this project amount to the 9924.1 cu.yds. mentioned above and that no additional payment will be authorized.

F D Morgan
F. D. Morgan
Division Engineer

dls
encl.

RECEIVED
NOV 28 1956
OFFICE OF
CONSTRUCTION ENG

FORM E30—12½M—6-55—88200

**OREGON STATE HIGHWAY DEPARTMENT**
INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
November 16, 1956

**SUBJECT:**

**To:** Mr. Forrest Cooper
Deputy State Highway Engineer
Office

PLEASE RETURN TO
FORREST COOPER

Attached hereto is a photo-copy of a letter received from Neff, Frohnmayer & Lawry, Attorneys at Law, presenting a claim of their client, Phoenix Sand and Gravel Company. Also enclosed is a copy of my reply to these attorneys.

It will be appreciated if you will advise me of what the facts are concerning this matter.

Yours very truly,

Robert L. May

ROBERT L. MAY, JR.
Assistant Counsel

RLM:bk
Enclosures

NOTED
L. H. Young

RECEIVED
NOV 19 1956
OFFICE OF
STATE HIGHWAY ENGINEER

FORM B-123 50M REVISED 2-56

COMMISSIONERS
BEN R. CHANDLER, CHAIRMAN
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE
M. K. McIVER, MEMBER
PORTLAND
H. B. GLAISYER
SECRETARY

OREGON
STATE HIGHWAY DEPARTMENT
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
W. C. WILLIAMS
1ST ASST. STATE HWY. ENGR.
W. W. STIFFLER
2ND ASST. STATE HWY. ENGR.
C. W. ENFIELD
CHIEF COUNSEL

Forrest Cooper

November 16, 1956

Neff, Frohnmayer & Lowry
Attorneys at Law
200 Cooley Theatre Building
Medford, Oregon

Attention: Mr. Ervin B. Hogan

Gentlemen:

This is to acknowledge receipt of your letter of November 14, 1956, concerning the claim of Phoenix Sand and Gravel Company in connection with that company's contract with the State Highway Commission. I have asked our engineering staff to advise me as to the facts concerning the matter, and as soon as I have received their advice will again contact you.

Very truly yours,

ROBERT L. MAY, JR.
Assistant Counsel

RLM:bk
cc: Forrest Cooper ✓

ASSIGNMENT

Date: November 20, 1956 No. 160 By Jc

Description: Copy of letter of 11-14 from Neff, Frohnmayer & Lowry, Attorneys, re contract on Torrent Creek Section (Phoenix Sand and Gravel Company), particularly re dispute over claim for excavation. Bob May's acknowledgment of 11-16 attached, also his letter of 11-16 to FC.

Acknowledged by____ Referred to Edwards

XX Investigate and report with recommendation
__ Such action as necessary and report
__ Comment or recommendation
__ Return with rough draft of reply
__ Prepare reply for signature of Mr._______
__ Contact correspondent and report

Remarks:

PLEASE RETURN TO
FORREST COOPER

Executed 11-30-56 me Report Received_______

---

TELEPHONE 2-7117

OHNMAYER & LOWRY
TORNEYS AT LAW
OLEY THEATRE BUILDING
EDFORD, OREGON

mber 14, 195

RECEIVED
LEGAL DEPT.

artment

ment

t Creek Section--Embankment repair
ix Sand and Gravel contract

onsulted by Phoenix Sand and Gravel
ove captioned contract. We understand
contract has been completed to the
dent engineer, but that final payment
. According to our client, there is
in the sum of $4,500.00.

We understand that there is some dispute over the claim for excavation. The records of Phoenix Sand and Gravel Co. indicate that 16,322 cubic yards of excavation were completed. The estimate made by the highway engineer, and contained in the contract documents was in the amount of 16,000 cubic yards. However, it is our client's understanding that the engineer is now claiming that the excavation amounted to only approximately 7,000 cubic yards.

We would appreciate your looking into this matter, and advising us as to the position of the highway department in this connection. We would also appreciate being advised as to whether or not the final estimate and voucher have been sent to our client pursuant to standard specifications 1.9.13 and if so, the date upon which said final estimate and voucher were made.

Yours very truly,

NEFF, FROHNMAYER & LOWRY

By Edwin B. Hagan

EBH:lib Nov 15 1956

PORTER J. NEFF
OTTO J. FROHNMAYER
PHILIP B. LOWRY
ERVIN B. HOGAN

W. V. DEATHERAGE

TELEPHONE 2-7117

**NEFF, FROHNMAYER & LOWRY**
ATTORNEYS AT LAW
208 COOLEY THEATRE BUILDING
MEDFORD, OREGON

November 14, 1956

RECEIVED
[illegible]
LEGAL DEPT.

Oregon State Highway Department
Salem
Oregon

Attention: Legal Department

Re: Torrent Creek Section--Embankment repair
Phoenix Sand and Gravel contract

Gentlemen:

We have been consulted by Phoenix Sand and Gravel Company regarding the above captioned contract. We understand from our client that the contract has been completed to the satisfaction of the resident engineer, but that final payment has not been forthcoming. According to our client, there is presently a balance due in the sum of $4,500.00.

We understand that there is some dispute over the claim for excavation. The records of Phoenix Sand and Gravel Co. indicate that 16,322 cubic yards of excavation were completed. The estimate made by the highway engineer, and contained in the contract documents was in the amount of 16,000 cubic yards. However, it is our client's understanding that the engineer is now claiming that the excavation amounted to only approximately 7,000 cubic yards.

We would appreciate your looking into this matter, and advising us as to the position of the highway department in this connection. We would also appreciate being advised as to whether or not the final estimate and voucher have been sent to our client pursuant to standard specifications 1.9.13 and if so, the date upon which said final estimate and voucher were made.

Yours very truly,

NEFF, FROHNMAYER & LOWRY

By Ervin B. Hogan

EBH:lib

Nov 15 1956

RECEIVED
NOV 19 1956
FOR FILING

15-4217

4 [illegible]

November 16, 1956

**CERTIFIED MAIL**

New Amsterdam Casualty Co.,
227 St. Paul Street
Baltimore 3, Maryland

Gentlemen:

State Highway contract No. 4763 for work performed on the Torrent Creek Section of the Pacific Highway in Jackson County was completed by the contractor, Phoenix Sand and Gravel, on October 8, 1956, and was formally accepted by the Highway Commission on November 8, 1956.

Final payment in the amount of $415.06 will be released to the contractor on or after November 26, 1956. The total contract amount is $8,080.50, and no force account work was performed on the project.

The State is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the State assumes no responsibility for such claims should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor on this project.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

de

cc: New Amsterdam Casualty Co.,
Wm. E. Atkin
410 East Main
Medford, Oregon

Noted on
Card
DC

RECEIVED
OCT 26 1956
FOR FILING

15-[illegible]

47[illegible]

October 26, 1956

CERTIFIED MAIL

New Amsterdam Casualty Co.
227 St. Paul Street
Baltimore 3, Maryland

Gentlemen:

The State Highway Commission is prepared to release semi-final payment to Phoenix Sand & Gravel in connection with Contract No. 4763, for embankment repair on the Terrect Creek Section of the Pacific Highway in Jackson County. This payment, in the amount of $4,180.64, will be released to the contractor on or after November 5, 1956. The retained percentage is $500.00.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: New Amsterdam Casualty Co.
Wm. E. Atkin, Agent
410 East Main
Medford, Oregon

NOTED ON CARD

Form E-1—10M—10-55

OREGON STATE HIGHWAY DEPARTMENT

# Field Engineer's Weekly Report

15-4217

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending 12 Oct 56, 19

Section Torrent Creek

Kind of work embankment repair

Highway Pacific

Section prefix 15-4217

Contractor Phoenix Sand and Gravel

Contract number 4763

Date of contract 13 July 56, 19

Date of completion 39 workdays from 1 Aug 56, 19

Date work started 25 July 56, 19

Estimated date of completion 9 Oct 56, 19

Project authorization $ 13,410.00

Exclusive of Engineering $ 12,456.40

Per cent of time elapsed 100 %

Estimated cost of completed project, exclusive of engineering $ 9,165.44

Estimated per cent overrun or underrun underrun 26.4 %

Per cent of contract completed, based on total contract price 100 %

Engineering authorization $ 953.60

Engineering cost to date $ 902.37, 95 %

Date project was completed 9 Oct 56, 19

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Job was completed Monday. Equipment was moved out from job, Tuesday.

The excavation underran 40% and the water overran 664.4%.

This is the final weekly report.

NOTED
L. H. Young

Noted
M. N. Juve

NOTED
C. E. PAULS

Signed Walter D Hicks
Res Engr

Address Medford

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

State Printing 80712

| | GRADING | SURFACING | MAINTENANCE MATERIALS | OIL AND BITUMINOUS MACADAM | PAVING |
|---|---|---|---|---|---|
| Miles in project | | | | | |
| Miles partially completed | | | | | |
| Miles completed | | | | | |
| Total estimated quantities (contract) | 16,000 | | | | |
| Total quantities corrected to date | 9,924.1 | | | | |
| Estimated quantities moved or placed to date | 9,924.1 | | | | |
| Average daily quantities | 0 | | | | |
| Average daily quantities necessary to complete project on time | 0 | | | | |
| Number shifts per day | 0 | | | | |
| Hours per shift | 0 | | | | |
| Average force on project for week | 0 | | | | |

Men

Supervision

Men and trucks under 3 tons

Men and trucks over 3 tons

Men and tractors

Equipment used during week: Shovels .........., Power graders .........., Rollers.........., Mixers .........., Crushing or screening plants ..........

Compressors .........., Bulldozers .........., Compaction rollers .........., . . . . . .........., . . . . . .........., . . . . . ..........

| | WEATHER | HRS. DELAY | CAUSE OF DELAY |
|---|---|---|---|
| Sunday | | | |
| Monday | clear | | |
| Tuesday | overcast | | |
| Wednesday | rain | | |
| Thursday | showers | | |
| Friday | clear | | |
| Saturday | | | |

RECEIVED
AUG 23 1956
FOR FILING

15-4217

4763

August 28, 1956

Phoenix Sand and Gravel
4090 Colver Road
Medford, Oregon

Gentlemen:

We enclose herewith for your files a fully executed copy of contract No. 4763, which was awarded to you by the State Highway Commission on July 11, for embankment repair on the Torrent Creek Section of the Pacific Highway in Jackson County.

We are also sending a copy of this contract to the surety on your performance bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encl.

RECEIVED
AUG 24 1956
FOR FILING
15-4217
4763

August 23, 1956

CERTIFIED MAIL

Phoenix Sand & Gravel Co.
4090 Colver Road
Medford, Oregon

Gentlemen:

Attached is your Certified Check No. 2424 in the amount of $521.00 submitted July 13, 1956 as a proposal guaranty with your successful bid on the Torrent Creek Embankment Repair Project, Contract No. 4763. The contract has been received and the bond approved so we are returning your deposit.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:fp

cc Mr. John G. Herr - Accounting

RECEIVED
JUL 18 1956
FOR FILING

15- 4217

1/17

Salem, Oregon
July 17, 1956

Mr. John G. Herr
Accounting Department
Salem, Oregon

We have in the safe Certified Check No. 2424 from the Phoenix Sand & Gravel Co., in the amount of $521.00, submitted as a proposal guaranty with their bid for the Torrent Creek Embankment Repair Project on the Pacific Highway in Jackson County. This bid was submitted July 13, 1956, and is Contract No. 4763.

OREGON STATE HIGHWAY COMMISSION

Secretary

fp

cc G. Lewis

RECEIVED
JUL 17 1956
FOR FILING

15-4217

4763

July 16, 1956

Phoenix Sand and Gravel
4090 Colver Rd.
Medford, Oregon

Gentlemen:

The State Highway Commission on July 13, 1956 awarded to you State Highway Contract No. 4763 for the Torrent Creek Embankment Repair Project on the Pacific Highway in Jackson County.

This award was based on your bid of $10,420.00 which was the low bid submitted to the Commission on that day for this project. Contract forms will be sent to you for execution within the next few days.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

blm

cc: Forrest Cooper
S. H. Probert
R. G. Savage, SIAC

28-8307 Deschutes River-Quinton Rock 1956
Prod. Project.
#4764

A

CEIVED

W. C. Williams

W. C. WILLIAMS February 25, 1957

# FINAL COST ANALYSIS

Deschutes River-Quinton
~~Contract No. 4764~~

Columbia River-Sherman Highways
Prefix: 28-8307

Rock Production
Vernie Jarl, Contractor
M. D. Glenn, Resident Engineer

| 4764 Item | Quantity | Unit | Unit Bid | Unit Cost | Total Cost | Total Revenue |
|---|---|---|---|---|---|---|
| ¼"-0 Cr. Mat'l in Stockpile | 1,399.5 | Cu. Yd. | $3.20 | $3.28 | $ 4,581.53 | $ 4,478.40 |
| ¼"-#10 Cr. Mat'l in Stockpile | 1,405.2 | Cu. Yd. | 3.20 | 3.28 | 4,600.20 | 4,496.64 |
| 3/8"-0 Cr. Mat'l in Stockpile | 4,783.6 | Cu. Yd. | 3.20 | 3.28 | 15,679.66 | 15,326.72 |
| PA #1 3/4"-½" Cr. Mat'l in Stockpile | 72.8 | Cu. Yd. | 3.00 | 3.27 | 238.33 | 218.40 |
| PA #2 ½"-¼" Cr. Mat'l in Stockpile | 2,435.1 | Cu. Yd. | 3.20 | 3.27 | 7,971.79 | 7,792.32 |
| S.P. Haul Adj., Favor of State | 753.60 | Yd. Mi. | .10 | | | - 75.36 |
| | | | | | $33,071.51 | $32.237.12 |

| | |
|---|---|
| Gross Revenue | $32,237.12 |
| Total Cost | 33,071.51 |
| Net Loss | $ 834.39 |

Net loss equals 2.52% of total cost.

Contract No. 4764

## DETAIL OF COST

| | | |
|---|---|---|
| Labor: | | |
| Labor | $13,669.81 | |
| Labor Insurance | 1,091.16 | |
| Health and Welfare | 159.02 | |
| | | $14,919.99 |
| Equipment Rentals and Misc. Supplies: | | |
| Equipment Rentals, Owned | $11,858.57 | |
| Equipment Rentals, Hired Fully Operated | 2,705.85 | |
| Gas, Oil, and Grease | 1,972.86 | |
| Bond | 181.50 | |
| Small Tools and Misc. Supplies | 774.41 | |
| Home Office and General Overhead | 658.33 | |
| | | $18,151.52 |
| | | $33,071.51 |

Remarks:

This was a "State Project" calling for the production of approximately 10,000 cubic yards of crushed material in stockpiles for later use by the State in connection with maintenance operations on the Deschutes River-Quinton Section of the Columbia River and Sherman Highways in Sherman and Gilliam Counties.

This project was bid and awarded July 13, 1956. Work started on September 11 and was completed October 10, 1956.

The contractor moved in and began setting up his crushing plant on Tuesday, September 11. He didn't start crushing operations, because of the delay in receiving his additional power unit, until September 24.

The contractor crushed 3/8"-0 material the first week. The material being crushed was very hard and caused excessive wear on the crushing equipment. Also, he found it difficult to hold the fines in the crushed material because of high wind velocities which blew the fine material away.

The week ending October 6 the contractor crushed ½"-¼" and ¼"-0 material. He also produced some 3/4"-½", but production of this size was limited. A price agreement was made changing the contract quantities to take care of the deficiencies in the material source.

I believe the contractor's loss was due to having to run more than normal amounts of materials through the crusher in order to obtain the desired quantities.

M. N. Juve
Chief Cost Analyst

By

Gordon K. Hanson

RECEIVED
1957
FOR FILING
22-5307

OREGON STATE HIGHWAY DEPARTMENT
(date)
January 30, 1957

| | | | |
|---|---|---|---|
| (CONTRACT NO.) | (EST. NO.) | (CONTRACTOR) | |
| 4764 | 3-Final | Vernie Jarl | |
| (VOUCHER NO.) | (WARRANT NO.) | (AMOUNT) | (DATE) |
| 1797 | H-172107 | $ 907.15 | 1/30/57 |

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

Ruth Rawlings
ACCOUNTING DIVISION

---

Specified completion Date: 50 Workdays from 8-1-56

Time Extensions: None

Completion Date: October 10, 1956

Date Accepted: Nov. 8, 1956

Penalties: None of record

Claims: None of record

Remarks:

---

Date: 2-1-57

To the Accounting Division:

Release of the above warrant is hereby authorized

H B Glaisyer
H. B. Glaisyer
Secretary

Warrant Mailed: FEB 1 1957

Ruth Rawlings

NOTED ON CARD

RECEIVED
[illegible] 1957
FOR FILING

[illegible]

4

January 18, 1957

**CERTIFIED MAIL**

General Casualty Company of America
Portland Service Office
209 S. W. Fourth Ave.
Portland 4, Oregon

Attention: Mr. G. H. Burnett

Dear Sir:

State Highway Contract No. 4764 for rock production on the Deschutes River-Quinton Section of the Columbia River and Sherman Highways in Sherman and Gilliam Counties was completed by the contractor, Vernie Jarl, on October 10, 1956 and was formally accepted by the Highway Commission on November 8, 1956.

Final payment in the amount of $907.15 will be released to the contractor on or after January 28, 1957. The total contract amount is $32,237.12 and no force account work was performed on the project.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

NOTED ON CARD

RECEIVED
NOV 16 1956
FOR FILING

38-5907

4764

November 16, 1956

CERTIFIED MAIL

General Casualty Company of America
Portland Service Office
209 S. W. Fourth Ave.
Portland 4, Oregon

Attention: Mr. G. N. Burnett

Dear Sir:

The State Highway Commission is prepared to release semi-final payment to Vernie Jarl in connection with contract No. 4764, for rock production on the Deschutes River-Quinton Section of the Columbia River and Sherman Highways in Sherman and Gilliam Counties. This payment in the amount of $11,853.97 will be released to the contractor on or after November 26, 1956. The retained percentage is $968.97.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

NOTED ON CARD

Form E-1—10M—10-55

OREGON STATE HIGHWAY DEPARTMENT

28-8307

# Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending October 13, 1956, 19

Section Deschutes River-Quinton

Kind of work Rock Production

Highway Columbia River & Sherman

Section prefix 28-8307

Contractor Vernie Jarl

Contract number 4764

Date of contract July 13, 1956, 19

Date of completion 50 Working Days Beginning August 1, 1956, 19

Date work started September 11, 1956, 19

Estimated date of completion ........, 19

Project authorization . . . . . . . $37,012.50

Exclusive of Engineering . . . . . . $34,380.50

Per cent of time elapsed 100 %

Estimated cost of completed project, exclusive of engineering . . . . . . . . . . $ 34,380

Estimated per cent overrun or underrun . . . . . . . . . . %

Per cent of contract completed, based on total contract price . . . . . . . . %

Engineering authorization . . . . . . $2,632.00

Engineering cost to date $ 1600, 61 %

Date project was completed October 10, 1956, 19

---

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Contractor has completed crushing operations and is cleaning up.

FINAL REPORT

Noted
M. N. Juve

NOTED
W. T. WRIGHT

NOTED
L. H. Young

NOTED
C. E. PAULSEN

Signed M. D. Glenn M.D. Glenn

Address The Dalles

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

State Printing 09712

| | GRADING | SURFACING | MAINTENANCE MATERIALS | OIL AND BITUMINOUS MACADAM | PAVING |
|---|---|---|---|---|---|
| Miles in project | | | | | |
| Miles partially completed | | | | | |
| Miles completed | | | | | |
| Total estimated quantities (contract) | | | 10,000 | | |
| Total quantities corrected to date | | | 10,480 | | |
| Estimated quantities moved or placed to date | | | 10,480 | | |
| Average daily quantities | | | 875 | | |
| Average daily quantities necessary to complete project on time | | | | | |
| Number shifts per day | | | 2 | | |
| Hours per shift | | | 8 | | |
| Average force on project for week | | | 16 | | |
| Men | | | 14 | | |
| Supervision | | | 2 | | |
| Men and trucks under 3 tons | | | 3 | | |
| Men and trucks over 3 tons | | | | | |
| Men and tractors | | | | | |

Equipment used during week: Shovels .........., Power graders .........., Rollers.........., Mixers .........., Crushing or screening plants 1.........

Compressors .........., Bulldozers 1.........., Compaction rollers .........., Loaders 2.........., . . . . .........., . . . . ..........

| | WEATHER | HRS. DELAY | CAUSE OF DELAY |
|---|---|---|---|
| Sunday | Fair | | |
| Monday | " | | |
| Tuesday | " | | |
| Wednesday | Showers | | |
| Thursday | Cloudy | | |
| Friday | Cloudy | | |
| Saturday | | | |

RECEIVED
AUG 14 1956
FOR FILING

21-1367

4764

August 13, 1956

Mr. Vernie Jarl
P. O. Box 507
Gresham, Oregon

Dear Sir:

We enclose herewith for your files a fully executed copy of contract No. 4764, which was awarded to you by the State Highway Commission on July 13, for rock production on the Deschutes River-Quinton Section of the Columbia River and Sherman Highways in Sherman and Gilliam Counties.

We are also sending a copy of this contract to the surety on your performance bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encl.

RECEIVED
JUL 17 1956
FOR FILING

[illegible]-8207

4764

July 16, 1956

Mr. Vernie Jarl
Gresham, Oregon

Dear Mr. Jarl:

The State Highway Commission on July 13, 1956 awarded to you State Highway Contract No. 4764 for the Deschutes River-Quinton Rock Production Project on the Columbia River and Sherman Highways in Sherman and Gilliam Counties.

This award was based on your bid of $31,900.00 which was the low bid submitted to the Commission on that day for this project. Contract forms will be sent to you for execution within the next few days.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

blm

cc: Forrest Cooper
S. H. Probert
R. G. Savage, SIAC

BFI-303(13) Barbur Blvd.-Willamette River Sec. 1956

#L765

| | | |
|---|---|---|
| Monthly transaction number<br>11-53 | For[illegible]-2A (5-31-57) U.S. DEPARTMENT OF COMMERCE BUREAU OF PUBLIC ROADS | [illegible]te **Oregon** |
| Project report number | **MODIFICATION OF FEDERAL-AID PROJECT AGREEMENT** | County **Clackamas, Multnomah and Washington** |
| | | Project number **BFI-303(13)** |

RECEIVED
[illegible] 6 1957
FOR FILING
4765

The Project Agreement for the above-referenced project entered into between the undersigned parties and executed by the Division Engineer on **September 28**, 19**56**, is hereby modified as follows:

| | |
|---|---|
| Revised estimated total cost of project | $ **29,971.73** |
| Revised Federal funds | $ **18,271.00** |

Other revisions - **None.**

All other terms and conditions of the Project Agreement will remain in full force and effect.

This modification is effective as of the **13** day of **November**, 19**57**.

**OREGON STATE HIGHWAY COMMISSION**
(Official name of Highway Department)

By Chas H Reynolds

**Chairman, State Highway Commission**
(Title)

By

**Member, State Highway Commission**
(Title)

By

**Member, State Highway Commission**
(Title)

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

By C G Polk
Division Engineer

RECOMMENDED FOR APPROVAL:

STATE HIGHWAY ENGINEER

USComm-DC 11170

November 6, 1957

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

We are forwarding two copies of modification of project agreement, signed by the Highway Commission, for the Barbur Blvd.-Willamette River Section, Project No. BFI-303(13).

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

RMC:cr

# PROJECT AGREEMENT

DESCRIPTION: (JOB, SECTION AND HIGHWAY)

Barbur Blvd - Willamette River Section
Pacific Highway
Clackamas, Multnomah and Washington Counties

NATURE OF WORK:

Roadside Improvement

CONTRACT NUMBER, CONTRACTOR AND DATE OF AWARD:

4765 4765 Keiser Sand & Gravel Co. 7-13-56

DATE OF COMPLETION:

Completed: 6-27-57
Accepted: 8-8-57
Final payment mailed..

REMARKS: Modification of Project Agreement to Increase Amount of Federal Funds.

CF 58-2219

Form PR 2 (Revised 1950)

State Oregon
Project No. BFI-303(13)

U. S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

# PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 28th day of September, 1956, by and between The Oregon State Highway Commission, constituting for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Commissioner of Public Roads, Bureau of Public Roads, Department of Commerce, hereinafter called the Commissioner, pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), and acts amendatory thereof or supplementary thereto:

Whereas the Highway Department of said State submitted on the 8th day of June, 1956, a program, which was approved on the 27th day of June, 1956, for the project hereinafter described; and

Whereas the Highway Department, in accordance with the regulations promulgated for the administration of the act, has furnished surveys, plans, specifications, and/or estimates for said project; and

Whereas the District Engineer of the Bureau of Public Roads approved said surveys, plans, specifications, and/or estimates on the 27th day of June, 1956, and the sum of sixteen thousand, and 00/100 dollars ($16,000.00) as the share of the United States payable under said act on account of said project which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Commissioner do hereby mutually agree as follows:

## FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department for said project have been made available in the following manner, to wit:

(a) By the State Proceeds of bonds as follows:

act of legislature by which authorized)

(b) From other sources

| Authorized by Chapter | Oregon Laws | Amount | Date of Issue | [illegible] of Maturities |
|---|---|---|---|---|
| 491 | 1951 | $15,000,000 | Oct. 1, 1951 | Oct. 1, 1952 |
| 491 | 1951 | 15,000,000 | Mar. 1, 1952 | Mar. 1, 1953 |
| 491 | 1951 | 10,000,000 | Mar. 1, 1953 | Mar. 1, 1954 |
| 20 | 1953 | 32,000,000 | Sept. 1, 1953 | Sept. 1, 1954 |

(State how placed under direct control of Highway Department)

## WORK EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following work as described in detail in said surveys, plans, specifications, and/or estimates:

Between Stations 407+45 and 572+42, southwest of Portland, , length 4.041 miles, in Clackamas, Multnomah and Washington Counties, ~~County,~~ being Oregon project No. BFI-303(13), consisting of 4.041 miles of roadway and no bridges, each ~~of~~ more than 20 feet clear span, . ~~of a mile in length.~~

## CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are by reference made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Bureau of Public Roads and in accordance with the laws of said State, Federal regulations hereinbefore mentioned, and the following conditions:

(a) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account shall be approved by the Bureau of Public Roads.

(b) It is agreed that the Highway Department will not add nor permit the addition of any points of access to or exit from the project in addition to those approved in the plans, without the prior approval of the Secretary, and it is further agreed that the Highway Department will not permit automotive service stations or other commercial establishments to be constructed or located on the right of way, except that the State or a political subdivision may use the air space above and below the established grade line of the highway pavement for the parking of motor vehicles provided such use does not interfere in any way with the free flow of traffic on the Interstate System.

## UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

**Article IV.** The United States pro rata share of the value of the labor and materials which shall be actually put into the work covered by this agreement shall not in any event exceed the sum of sixteen thousand, and 00/100 dollars ($ 16,000.00 ), which does not exceed the authorized Federal pro rata share of twenty six thousand, three hundred thirty five and 10/100 dollars ($ 26,335.10 ), the approved total estimated cost of said project.

## PAYMENTS

ARTICLE V. No payments hereunder will be made to the State as the construction of said project progresses or immediately upon its completion, and no present or immediate obligation is created by this agreement against Federal-aid funds apportioned and now unobligated and available to the State, the purpose and intent of this agreement being to provide aid to the State, as authorized by section 5 of the Federal-Aid Highway Act of 1950, in retiring annual maturities of the principal indebtedness of the bonds mentioned in Article I hereof, and as such bonds mature annually and the State requests Federal reimbursement pursuant hereto to aid in meeting such annual maturities and certifies that such bonds have been retired the Bureau of Public Roads will submit vouchers to the Secretary of the Treasury for payment to the State Treasurer, hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of Oregon, of such sums based on such annual maturities as the State shall request and as shall not, together with previous payments, exceed the United States pro rata share, as above specified, of the value, as determined by the Bureau of Public Roads after inspection and approval, of the labor and materials which have actually been put into said construction work in compliance with the requirements of Article III hereof. If in any year no Federal funds apportioned to the State shall be unobligated and available from which payments hereunder may be made there shall be no obligation on the part of the Federal Government hereunder on account of bond maturities for that year.

## MAINTENANCE OF PROJECT

**Article VI.** The Highway Department will maintain said project in compliance with said act of July 11, 1916, and acts amendatory thereof or supplementary thereto, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: (Include reference to statute authorizing funds and probable amount annually available)

Chapter 529. Laws 1939.

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project.

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. 112.

In witness whereof the parties have hereunto affixed their signatures as of the day and year first above written.

OREGON STATE HIGHWAY COMMISSION
(Official title of Highway Department)

By

Chairman, State Highway Commission
(Title of officer)

By Chas H Reynolds

Member, State Highway Commission
(Title of officer)

By

Member, State Highway Commission
(Title of officer)

By

(Title of officer)

By

(Title of officer)

Attest

SECRETARY

RECOMMENDED FOR APPROVAL:

STATE HIGHWAY ENGINEER

COMMISSIONER OF PUBLIC ROADS,

By

*Division Engineer,*
*Bureau of Public Roads.*

RECEIVED
SEP 24 1956
OREGON DISTRICT

August 27, 1956

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

We are enclosing four copies of estimate as a basis for project agreement for the Barbur Blvd.-Willamette River Section, Project No. BFI-303(13).

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

HWC:ia

Encl.

Oregon State Highway Department

Federal Aid Project
No. DFI-303(13)

# BARBUR BOULEVARD-WILLAMETTE RIVER SECTION OF THE PORTLAND-SALEM EXPRESSWAY IN CLACKAMAS, MULTNOMAH AND WASHINGTON COUNTIES

(Estimate as a basis for project agreement. Based on low bid prices.)

Salem, Oregon, August 22, 1956

Type Code X005
Roadside Improvement (Sta. 407+45 thru Eq. 417+79.4=22+00 to Sta. 206+00)
(Sta. 553+00 to Sta. 572+42)(Contract No. 4765)

| | | | |
|---|---|---|---|
| All Required | Obliteration Roadways | | $ 500.00 |
| 60 hours | Power Shovel | $ 12.00 | 720.00 |
| 30 hours | Blade Grader | 12.00 | 360.00 |
| 70 hours | Tractor and Dozer | 12.00 | 840.00 |
| 50 hours | Dump Trucks | 7.50 | 375.00 |
| 9,600 cu. yds. | Hauling and Placing Topsoil | 1.10 | 10,560.00 |
| 470 only | Furnishing and Planting Trees | 3.50 | 1,645.00 |
| 3,200 only | Furnishing and Planting Shrubs | 1.10 | 3,520.00 |
| 7,200 only | Furnishing and Planting Vines | 0.35 | 2,520.00 |
| 9 acres | Seeding Roadside Areas | 100.00 | 900.00 |
| 180 lbs. | Grass Seed, Creeping Red Fescue | 0.60 | 108.00 |
| 180 lbs. | Grass Seed, Highland Bentgrass | 0.75 | 135.00 |
| 20 cwt. | Organic Fertilizer, 5-3-2 | 5.00 | 100.00 |
| 8 cwt. | Organic Fertilizer, Bonemeal | 6.00 | 48.00 |
| 36 cwt. | Inorganic Fertilizer, 10-16-8 | 5.00 | 180.00 |
| 110 units | Sawdust | 13.00 | 1,430.00 |
| | Subtotal | | $ 23,941.00 |
| | 10% Engr. & Cont. | | 2,394.10 |
| | Total | | $ 26,335.10 |

Length of Project 4.041 miles
Cost per Mile $6,516.97

| | |
|---|---|
| Federal Funds- - - - - - - - - - - - - - - - - - - - - - - - - - | $ 16,000.00 |
| State Funds- - - - - - - - - - - - - - - - - - - - - - - - - - - | 10,335.10 |
| | $ 26,335.10 |

State Funds for Const: Chap. 175, laws 1917; Chap. 31, laws 1920; Chap. 529, laws 1939; Chap. 491, laws 1951, Chap. 20, laws 1953.

State Funds for Maint: Chap. 529, laws 1939.

Oregon State Highway Department

Federal Aid
Project No. EFI-303(13)

## BARBUR BOULEVARD-WILLAMETTE RIVER SECTION OF THE PORTLAND-SALEM EXPRESSWAY IN CLACKAMAS, MULTNOMAH AND WASHINGTON COUNTIES

(Estimate to accompany plans and specifications. Not as a basis for project agreement.)

Salem, Oregon, June 26, 1956

Type Code Y005
Roadside Improvement (Sta. 407+45 thru Equa. 417+59.4=22+00 to Sta. 206+00)
(Sta. 553+00 to Sta. 572+42)

| | | | |
|---|---|---|---|
| All Required | Obliteration of Roadways | $ | $ 300.00 |
| 60 hours | Power Shovel | 16.00 | 960.00 |
| 30 hours | Blade Grader | 11.00 | 330.00 |
| 70 hours | Tractor and Dozer | 12.00 | 840.00 |
| 50 hours | Dump Trucks | 7.00 | 350.00 |
| 9,600 cu. yds. | Hauling and Placing Topsoil | 1.50 | 14,400.00 |
| 470 only | Furnishing and Planting Trees | 3.50 | 1,645.00 |
| 3,200 only | Furnishing and Planting Shrubs | 1.55 | 4,960.00 |
| 7,200 only | Furnishing and Planting Vines | 0.50 | 3,600.00 |
| 9 acres | Seeding Roadside Areas | 200.00 | 1,800.00 |
| 180 lbs. | Grass Seed, Creeping Red Fescue | 0.45 | 81.00 |
| 180 lbs. | Grass Seed, Highland Bentgrass | 0.75 | 135.00 |
| 20 cwt. | Organic Fertilizer, 5-3-2 | 5.50 | 110.00 |
| 8 cwt. | Organic Fertilizer, Bonemeal | 5.50 | 44.00 |
| 36 cwt. | Inorganic Fertilizer, 10-16-8 | 5.00 | 180.00 |
| 110 units | Sawdust | 12.50 | 1,375.00 |
| | Subtotal | | $31,110.00 |
| | 10% Engr. & Cont. | | 3,111.00 |
| | Total | | $34,221.00 |

Length of Project 4.041 Miles
Cost Per Mile $8,468.44

| | |
|---|---|
| Federal Funds........................................................ | $20,000.00 |
| State Funds........................................................ | 14,221.00 |
| | $34,221.00 |

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SEP [illegible] 1957
FOR FILING

OREGON STATE HIGHWAY DEPARTMENT
(date)
September 19, 1957

| | | | |
|---|---|---|---|
| EFI-223(15) | | | |
| (CONTRACT NO.) | (EST. NO.) | (CONTRACTOR) | |
| 4765 | 11 Final | Keiser Sand & Gravel Co. | |
| (VOUCHER NO.) | (WARRANT NO.) | (AMOUNT) | (DATE) |
| 21352 | H191964 | $ 785.20 | Sept. 19, 1957 |

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

Gertrude Chapweske
ACCOUNTING DIVISION

---

Specified completion Date: 110 workdays from 8-1-56

Time Extensions: None

Completion Date: June 27, 1957

Date Accepted: Aug. 8, 1957

Penalties: None of record

Claims: None of record

Remarks:

---

Date: Sept. 20, 1957

To the Accounting Division:

Release of the above warrant is hereby authorized

H B Glaisyer
H. B. Glaisyer
Secretary

Warrant Mailed: SEP 20 1957

NOTED ON CARD

RECEIVED
SEP 4 - 1957
FOR FILING
[illegible]
[illegible]

September 4, 1957

**CERTIFIED MAIL**

Massachusetts Bonding & Insurance Co.
415 Builders Exchange Bldg.
320 S. W. Stark Street
Portland 4, Oregon

Attention: Mr. Gordon T. Wood
Special Agent

Gentlemen:

State highway contract No. 4765 for work performed on the Barbur Blvd.-Willamette River Section of the Portland-Salem Expressway in Clackamas, Multnomah and Washington Counties was completed by the contractor, Keiser Sand and Gravel Co., on June 27, 1957 and was formally accepted by the Highway Commission on August 8, 1957.

Final payment in the amount of $785.20 will be released to the contractor on or after September 14, 1957. The total contract amount is $27,596.15, and no force account work was performed on the project.

The State is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the State assumes no responsibility for such claims should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor on this project.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

rn

NOTED ON CARD
9-4-57
rn

Form E-1—10M—12-56

OREGON STATE HIGHWAY DEPARTMENT

# Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending July 19, 1957

Section Barbur Blvd, - Willamette River
Kind of work Roadside Improvement
Highway Port.-Salem Express County Clack., Mult., Wash.
Section prefix 3-1062
Contractor Keizer Sand & Gravel Co.
Contract number 4765
Date of contract July 13, 1956
Specified work days 110
Date work started September 10, 1956
Work days used 99
Project authorization $ 27,636.75
Exclusive of engineering $ 25,671.47
Per cent of time elapsed 90 %
Estimated cost of completed project, exclusive of engineering $ 27,640.15
Estimated per cent overrun 7.67 %
Per cent of contract completed, based on total contract price 100 %
Engineering authorization $ 1,965.28
Engineering cost to date $ 1,965.00, 100 %
Date project was completed June 27, 1957

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

The Semi-Final was submitted to the Division Office, Friday, July 19th.

NOTED

CONSTRUCTION DIVISION
RECEIVED
JUL 22 1957
NOTED-- CE ACE ACE COE

Noted
M. N. Juve

NOTED
C. E. PAULSEN

Signed Lowell A. Johnston by Paul Nelson
Lowell A. Johnston
Address Portland 2, Oregon

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

State Printing 136

|  | GRADING | SURFACING | MAINTENANCE MATERIALS | OIL AND BITUMINOUS MACADAM | PAVING |
|---|---|---|---|---|---|
| Miles in project | 10.57 Length of Roadside Improvement 4.04 miles |  |  |  |  |
| Miles partially completed |  |  |  |  |  |
| Miles completed | Topsoil | Trees | Vines | Shrubs | Grass Seed |
| Total estimated quantities (contract) | 9600 | 470 | 7200 | 3200 | 360 |
| Total quantities corrected to date | 11,677 | 452 | 6908 | 3129 | 320 |
| Estimated quantities moved or placed to date | 11,677 | 452 | 6908 | 3129 | 320 |
| Average daily quantities |  |  |  |  |  |
| Average daily quantities necessary to complete project on time |  |  |  |  |  |
| Number shifts per day |  |  |  |  |  |
| Hours per shift |  |  |  |  |  |
| Average force on project for week |  |  |  |  |  |

Men

Supervision

Men and trucks under 3 tons

Men and trucks over 3 tons

Men and tractors

Equipment used during week: Shovels .........., Power graders .........., Rollers .........., Mixers .........., Crushing or screening plants ..........

Compressors .........., Bulldozers .........., Compaction rollers .........., . . . . .........., . . . . .........., . . . . ..........

|  | WEATHER | HRS. DELAY | CAUSE OF DELAY |
|---|---|---|---|
| Sunday |  |  |  |
| Monday | Cloudy |  |  |
| Tuesday | " |  |  |
| Wednesday | " |  |  |
| Thursday | Fair |  |  |
| Friday | " |  |  |
| Saturday |  |  |  |

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JUL 18 1957
FOR FILING

[illegible] 3(12)

[illegible]

July 17, 1957

CERTIFIED MAIL

Massachusetts Bonding & Insurance Co.
415 Builders Exchange Bldg.
320 S. W. Stark St.
Portland 4, Oregon

Attention: Mr. Gordon T. Wood
Special Agent

Gentlemen:

It is the intention of the State Highway Commission to release to Keizer Sand & Gravel Company a portion of the funds heretofore retained by the Commission on Contract No. 4765, for roadside improvement on the Barbur Blvd.-Willamette River Section of the Portland-Salem Expressway in Clackamas, Multnomah, and Washington Counties.

This payment, in the amount of $2,814.83, reduces the retained percentage to 3% of the total amount earned by the contractor, or the sum of $829.20. The present payment will be released on or after July 27, 1957.

The State is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the State assumes no responsibility for such claims should there be any.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

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JUL 2 1957
FOR FILING

FI 303(13)

4765

July 1, 1957

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

This is to advise you that work was completed on June 27, 1957, on Contract No. 4765, Barbur Boulevard-Willamette River Section in Clackamas, Washington and Multnomah Counties in connection with Federal Aid Project No. FI-303(13).

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

CC:Clarence G. Swenson

DBP:cr.

RECEIVED
SEP 17 1956
FOR FILING

BFI-303(13)

4765

September 14, 1956

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

This is to advise you that work was started on September 10, 1956, on Contract No. 4765, Barbur Blvd.-Willamette River Section, in Clackamas, Multnomah and Washington Counties, in connection with Federal Aid Project No. BFI-303(13).

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

DGP:ia

RECEIVED
AUG 23 1956

FOR FILING
BFI-303 (13)
FORM 2-30X—30M—11-55—90235
4765

**OREGON STATE HIGHWAY DEPARTMENT**

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
August 20, 1956

SUBJECT:

To: Mr. A. G. Skelton
Division Engineer
State Highway Department
Portland, Oregon

The subcontract between Knight Pearcy Company and Keiser Sand & Gravel Company, covering Items 7 to 16, inclusive, on the Barbur Boulevard-Willamette River Roadside Improvement Contract No. 4765, Oregon BFI-303 (13) is approved, and you may so inform the interested parties.

Tom Edwards
Construction Engineer

By Edwin A Pease

Edwin A. Pease
Construction Office Engineer

EAP:ef

cc to: Forrest Cooper
C. G. Polk (2)

NOTED
[illegible]

RECEIVED
AUG 21 1956
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
AUG 14 1956
FOR FILING

EFI-363 (15)

4765

August 13, 1956

Keiser Sand & Gravel Co.
8205 Windsor Island Road
Salem, Oregon

Gentlemen:

We enclose herewith for your files a fully executed copy of contract No. 4765, which was awarded to you by the State Highway Commission on July 13, for roadside improvement on the Barbur Blvd.-Willamette River Section of the Portland-Salem Expressway in Clackamas, Multnomah and Washington Counties.

We are sending a copy of this contract to the surety on your performance bond also.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encl.

RECEIVED
JUL 17 1956
FOR FILING

BFI-303(1)

4765

July 16, 1956

Keizer Sand & Gravel Co.
5205 Windsor Is. Rd.
Salem, Oregon

Gentlemen:

The State Highway Commission on July 13, 1956 awarded to you State Highway Contract No. 4765 for roadside improvement on the Barbur Blvd. -Willamette River Section of the Portland-Salem Expressway in Clackamas, Multnomah and Washington Counties.

This award was based on your bid of $23,941.00 which was the low bid submitted to the Commission on that day for this project. Contract forms will be sent to you for execution within the next few days.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

blm

cc: Forrest Cooper
S. H. Probert
R. G. Savage, SIAC
Mark Astrup

RECEIVED
JUL 18 1956
FOR FILING

BFI-303(13)

4765

56

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

408 STATE HIGHWAY BLDG.
SALEM, OREGON

08-35

July 13, 1956

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

This is to advise of our prior verbal concurrence as of this date in award of contract No. 4765 for Oregon Project BFI-303(13), Barbur Boulevard-Willamette River Section (Roadside improvement) of the Portland-Salem Expressway, to Keizer Sand and Gravel Company of Salem, Oregon, low bidder in the amount of $23,941.00 at the July 13, 1956 bid opening.

Very truly yours,

C G Polk
C. G. POLK
District Engineer

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JUL 12 1956
FOR FILING

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

408 STATE HIGHWAY BLDG.
SALEM, OREGON

Xiv

OREGON DISTRICT BFI-303(13)

4765

08-35

June 27, 1956

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

We have today approved the P. S. and E. documents for Oregon Project BFI-303(13), Barbur Boulevard-Willamette River Section of the Portland-Salem Expressway.

This is to authorize your advertising for bids.

Very truly yours,

CG Polk
C. G. POLK
District Engineer

RECEIVED
JUL 11 1956
STATE HIGHWAY COMMISSION

US-207(4) Monroe Ave.-16th St. 1956
(North Bend)

#4766

| | | |
|---|---|---|
| ~~Monthly~~ transaction number<br>5-17 | Fo[illegible]CA<br>(5-31-57)<br>U.S. DEPARTMENT OF COMMERCE<br>BUREAU OF PUBLIC ROADS | [illegible]<br>Oregon |
| Project report number<br>7 | **MODIFICATION OF FEDERAL-AID PROJECT AGREEMENT** | County<br>Coos |
| | | Project number<br>US-207(4) |

The Project Agreement for the above-referenced project entered into between the undersigned parties and executed by the Division Engineer on **September 28**, 19**56**, is hereby modified as follows:

| | |
|---|---|
| Revised estimated total cost of project | $ 245,106.00 |
| Revised Federal funds | $ 145,241.00 |

Other revisions - None.

All other terms and conditions of the Project Agreement will remain in full force and effect.

This modification is effective as of the 7th day of May, 19 58.

**OREGON STATE HIGHWAY COMMISSION**
(Official name of Highway Department)

By

**Chairman, State Highway Commission**
(Title)

By

**Member, State Highway Commission**
(Title)

By

**Member, State Highway Commission**
(Title)

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

By CGPolk
Division Engineer

RECOMMENDED FOR APPROVAL:
STATE HIGHWAY ENGINEER

USComm-DC 11170

May 2, 1958

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

We are forwarding two copies of modification of project agreement, signed by the Highway Commission, for the Monroe Avenue-16th St. (North Bend) Section, Project No. US-207(4).

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

RSC:er

RECEIVED
OCT 13 1956
FOR FILING

US-207(4)

4766

October 3, 1956

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

We are forwarding two copies of project agreement, signed by the Highway Commission, for the Monroe Ave.-16th Street (North Bend) Section, Project No. US-207(4).

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

RMC:ia

CPR8-2240

Form PR 2 (Revised 1950)

State Oregon

Project No. US-207(4)

U. S. DEPARTMENT OF COMMERCE

## BUREAU OF PUBLIC ROADS

# PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 28th day of September, 1956, by and between The Oregon State Highway Commission, constituting for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Commissioner of Public Roads, Bureau of Public Roads, Department of Commerce, hereinafter called the Commissioner, pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), and acts amendatory thereof or supplementary thereto:

Whereas the Highway Department of said State submitted on the 5th day of June, 1956, a program, which was approved on the 22nd day of June, 1956, for the project hereinafter described; and

Whereas the Highway Department, in accordance with the regulations promulgated for the administration of the act, has furnished surveys, plans, specifications, and/or estimates for said project; and

Whereas the District Engineer of the Bureau of Public Roads approved said surveys, plans, specifications, and/or estimates on the 27th day of June, 1956, and the sum of one hundred thirty eight thousand, and 00/100 dollars ($138,000.00) as the share of the United States payable under said act on account of said project which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Commissioner do hereby mutually agree as follows:

## FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

**Article I.** Funds for the use of the Highway Department for said project have been made available in the following manner, to wit:

(*a*) By the State Chapter 175, Laws 1917; Chapter 31, Laws 1920; Chapter 529, Laws 1939. (Include date and citation of act of legislature by which authorized)

(*b*) From other sources

(State how placed under direct control of Highway Department)

## WORK EMBRACED IN PROJECT

**Article II.** This agreement covers the following work as described in detail in said surveys, plans, specifications, and/or estimates:

Between Stations 11+20 and 69+38, in North Bend,

, length 1.090 miles, in Coos County,

being Oregon project No. US-207(4), consisting of 1.090 miles of

roadway and no bridges, ~~each~~ of more than 20 feet clear span, ~~of a mile in length~~.

## CHARACTER AND METHOD OF CONSTRUCTION

**Article III.** The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are by reference made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Bureau of Public Roads and in accordance with the laws of said State, Federal regulations hereinbefore mentioned, and the following conditions:

(*a*) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account shall be approved by the Bureau of Public Roads.

## UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the work covered by this agreement shall not in any event exceed the sum of one hundred thirty eight thousand, and 00/100 dollars ($138,000.00), which does not exceed the authorized Federal pro rata share of two hundred forty five thousand, one hundred ninety three and 85/100 dollars ($245,193.85), the approved total estimated cost of said project.

## PAYMENTS

ARTICLE V. As the work on said project progresses, the Bureau of Public Roads shall from time to time submit vouchers to the Secretary of the Treasury for the payment to the State Treasurer (Official or depository) hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of Oregon (Name) of such sums as shall not, together with previous payments, exceed the United States pro rata share as above specified, of the value, as determined by the Bureau of Public Roads after inspection and approval, of the labor and materials which have actually been put into said work in compliance with the requirements of Article III hereof.

The Commissioner reserves the right to withhold such sum as he may deem necessary to insure completion of the work in compliance with this agreement.

## MAINTENANCE OF PROJECT

ARTICLE VI. The Highway Department will maintain said project in compliance with said act of July 11, 1916, and acts amendatory thereof or supplementary thereto, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: (Include reference to statute authorizing funds and probable amount annually available)

Chapter 529, Laws 1939.

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project.

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. 112 .

In witness whereof the parties have hereunto affixed their signatures as of the day and year first above written.

OREGON STATE HIGHWAY COMMISSION
(Official title of Highway Department)

By Chairman, State Highway Commission
(Title of officer)

By Member, State Highway Commission
(Title of officer)

By Member, State Highway Commission
(Title of officer)

By
(Title of officer)

By
(Title of officer)

SECRETARY

RECOMMENDED FOR APPROVAL:

STATE HIGHWAY ENGINEER

COMMISSIONER OF PUBLIC ROADS,

By *Division Engineer, Bureau of Public Roads.*

U. S. GOVERNMENT PRINTING OFFICE 16—11379-8

A4.62

RECEIVED
SEP 24 1956
OREGON

# PROJECT AGREEMENT

DESCRIPTION: (JOB, SECTION AND HIGHWAY)

Monroe Avenue - 16th Street (North Bend) Section
Cape Argo Highway
Coos County

NATURE OF WORK:

Grade and Pave

CONTRACT NUMBER, CONTRACTOR AND DATE OF AWARD:

4766 Sig Andersson 7-13-56

DATE OF COMPLETION:

130 Workdays from 8-1-56

REMARKS:

August 27, 1956

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

We are enclosing four copies of estimate as a basis for project agreement for the Monroe Avenue-16th Street (North Bend) Section, Project No. US-207(4).

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

EMC:ia

Encl.

August 27, 1956

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

We are enclosing four copies of estimate as a basis for project agreement for the Monroe Avenue-16th Street (North Bend) Section, Project No. US-207(4).

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

EBC:ia

Encl.

Oregon State Highway Department

Federal Aid Project
No. US-207(4)

## MONROE AVENUE-16TH STREET (NORTH BEND) SECTION OF THE CAPE ARAGO HIGHWAY IN COOS COUNTY

(Estimate to accompany plans and specifications. Not as a basis for project agreement.)

Salem, Oregon, June 26, 1956

Type Code 6201
Roadway (Sta. 11+20 to Sta. 69+38)

| | | | |
|---|---|---|---|
| All Required | Clearing and Grubbing | | $ 1,000.00 |
| 500 lin. ft. | Removal of Curbs | $ 0.50 | 250.00 |
| 100 sq. yds. | Removal of Walks | 0.50 | 50.00 |
| 6 only | Removal of Catch Basins | 25.00 | 150.00 |
| 3,900 cu. yds. | Drainage Excavation, Unclassified | 3.00 | 11,700.00 |
| 10,700 cu. yds. | General Excavation, Unclassified | 1.00 | 10,700.00 |
| 1.09 miles | Finishing Roadbed and Slopes | 1,000.00 | 1,090.00 |
| 150 lin. ft. | 10-inch Asbestos Bonded Corrugated Metal Pipe | 3.50 | 525.00 |
| 22 lin. ft. | 36-inch Asbestos Bonded Corrugated Metal Pipe | 15.00 | 330.00 |
| 1 only | 36-inch Metal Tide Gate | 170.00 | 170.00 |
| 240 lin. ft. | Salvaging Culvert Pipe | 2.00 | 480.00 |
| 1,670 lin. ft. | 8-inch Sewer Pipe | 1.50 | 2,505.00 |
| 1,000 lin. ft. | 12-inch Sewer Pipe | 2.25 | 2,250.00 |
| 450 lin. ft. | 15-inch Sewer Pipe | 3.00 | 1,350.00 |
| 280 lin. ft. | 18-inch Sewer Pipe | 3.50 | 980.00 |
| 700 lin. ft. | 21-inch Sewer Pipe | 4.00 | 2,800.00 |
| 700 lin. ft. | 24-inch Sewer Pipe | 5.00 | 3,500.00 |
| 800 lin. ft. | 30-inch Sewer Pipe | 6.00 | 4,800.00 |
| 40 lin. ft. | 36-inch Sewer Pipe | 6.75 | 270.00 |
| 900 lin. ft. | Extra for Pipe under Pavement | 3.25 | 2,925.00 |
| 60 only | Concrete Catch Basins | 65.00 | 3,900.00 |
| 20 only | Concrete Manholes | 225.00 | 4,500.00 |
| 20 only | Adjustment of Manholes | 50.00 | 1,000.00 |
| 350 cu. yds. | Concrete Curbs | 50.00 | 17,500.00 |
| 840 cu. yds. | Loose Riprap | 5.00 | 4,200.00 |
| 8,200 cu. yds. | Coarse Crushed Material in Base | 3.75 | 30,750.00 |
| 1,460 cu. yds. | 3/4" - 0 Material in Base | 4.00 | 5,840.00 |
| 240 M-gals. | Sprinkling | 2.50 | 600.00 |
| 1.09 miles | Preparation of Base | 200.00 | 218.00 |
| 240 cu. yds. | 3/4" - 0 Material in Binder Course | 5.50 | 1,320.00 |
| 40 tons | RC-3 Asphalt in Binder Course | 60.00 | 2,400.00 |
| 8,100 tons | Asphaltic Concrete Mixture | 8.00 | 64,800.00 |
| 490 tons | 85-100 Asphalt in Mixture | 36.00 | 17,640.00 |
| 48 tons | RS-2 Asphalt | 75.00 | 3,600.00 |
| 170 cu. yds. | Aggregate in Pavement Seal | 7.00 | 1,190.00 |
| | Subtotal | | $207,283.00 |
| | 10% Engr. & Cont. | | 20,728.30 |
| | Total | | $228,011.30 |

| | |
|---|---|
| Length of Roadway | 1.090 miles |
| Length of Structure | 0.012 mile |
| Total Length | 1.102 miles |
| Cost of Roadway per mile | $209,184.67 |

| | |
|---|---|
| Federal Funds- - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - | $138,000.00 |
| State Funds- - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - | 90,011.30 |
| | $228,011.30 |

Oregon State Highway Department

Federal Aid Project
No. US-207(4)

## MONROE AVENUE-16TH STREET (NORTH BEND) SECTION
## OF THE CAPE ARAGO HIGHWAY IN COOS COUNTY

(Estimate as a basis for project agreement. Based on low bid prices.)

Salem, Oregon, August 22, 1956

Type Code 6201
Roadway (Sta. 11+20 to Sta. 69+38)(Contract No. 4766)

| | | | |
|---|---|---|---|
| All Required | Clearing and Grubbing | | $ 1,000.00 |
| 500 lin. ft. | Removal of Curbs | $ 0.50 | 250.00 |
| 100 sq. yds. | Removal of Walks | 1.00 | 100.00 |
| 6 only | Removal of Catch Basins | 20.00 | 120.00 |
| 3,900 cu. yds. | Drainage Excavation, Unclassified | 3.00 | 11,700.00 |
| 10,700 cu. yds. | General Excavation, Unclassified | 1.35 | 14,445.00 |
| 1.09 miles | Finishing Roadbed and Slopes | 500.00 | 545.00 |
| 150 lin. ft. | 10-inch Asbestos Bonded Corrugated Metal Pipe | 4.50 | 675.00 |
| 22 lin. ft. | 36-inch Asbestos Bonded Corrugated Metal Pipe | 15.00 | 330.00 |
| 1 only | 36-inch Metal Tide Gate | 400.00 | 400.00 |
| 240 lin. ft. | Salvaging Culvert Pipe | 2.00 | 480.00 |
| 1,670 lin. ft. | 8-inch Sewer Pipe | 2.00 | 3,340.00 |
| 1,000 lin. ft. | 12-inch Sewer Pipe | 2.85 | 2,850.00 |
| 450 lin. ft. | 15-inch Sewer Pipe | 3.25 | 1,462.50 |
| 280 lin. ft. | 18-inch Sewer Pipe | 4.65 | 1,302.00 |
| 700 lin. ft. | 21-inch Sewer Pipe | 5.50 | 3,850.00 |
| 700 lin. ft. | 24-inch Sewer Pipe | 6.00 | 4,200.00 |
| 800 lin. ft. | 30-inch Sewer Pipe | 8.50 | 6,800.00 |
| 40 lin. ft. | 36-inch Sewer Pipe | 9.00 | 360.00 |
| 900 lin. ft. | Extra for Pipe Under Pavement | 3.00 | 2,700.00 |
| 60 only | Concrete Catch Basins | 80.00 | 4,800.00 |
| 20 only | Concrete Manholes | 225.00 | 4,500.00 |
| 20 only | Adjustment of Manholes | 25.00 | 500.00 |
| 350 cu. yds. | Concrete Curbs | 45.00 | 15,750.00 |
| 840 cu. yds. | Loose Riprap | 5.00 | 4,200.00 |
| 8,200 cu. yds. | Coarse Crushed Material in Base | 3.90 | 31,980.00 |
| 1,460 cu. yds. | 3/4" - 0 Material in Base | 4.25 | 6,205.00 |
| 240 M-gal. | Sprinkling | 2.50 | 600.00 |
| 1.09 miles | Preparation of Base | 500.00 | 545.00 |
| 240 cu. yds. | 3/4" - 0 Material in Binder Course | 5.60 | 1,344.00 |
| 40 tons | RC-3 Asphalt in Binder Course | 60.00 | 2,400.00 |
| 8,100 tons | Asphaltic Concrete Mixture | 8.10 | 65,610.00 |
| 490 tons | 85-100 Asphalt in Mixture | 45.00 | 22,050.00 |
| 48 tons | RS-2 Asphalt | 90.00 | 4,320.00 |
| 170 cu. yds. | Aggregate in Pavement Seal | 7.00 | 1,190.00 |
| | Subtotal | | $222,903.50 |
| | 10% Engr. & Cont. | | 22,290.35 |
| | Total | | $245,193.85 |

| | |
|---|---|
| Length of Roadway | 1.090 miles |
| Length of Structure | 0.012 mile |
| Total Length | 1.102 miles |
| Cost of Roadway per mile | $224,948.48 |

| | |
|---|---|
| Federal Funds- - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - | $138,000.00 |
| State Funds- - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - | 107,193.85 |
| | $245,193.85 |

State Funds for Const: Chap. 175, laws 1917; Chap. 31, laws 1920; Chap. 529, laws 1939.

State Funds for Maint: Chap. 529, laws 1939.

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FOR FILING

Files

OREGON STATE HIGHWAY DEPARTMENT
(date)
November 19, 1957

|  |  |  |  |
|---|---|---|---|
| US-207(4) | | | |
| (CONTRACT NO.) | (EST. NO.) | (CONTRACTOR) | |
| 4766 | 14 Final | Sig Andersson | |
| (VOUCHER NO.) | (WARRANT NO.) | (AMOUNT) | (DATE) |
| 26062 | H196733 | $ 6,394.57 | 11-18-57 |

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

Gertrude Chapweske
ACCOUNTING DIVISION

---

Specified completion Date: 130 workdays from 8-1-56

Time Extensions: None

Completion Date: Aug. 6, 1957

Date Accepted: Dec. 5, 1957

Penalties: None of record

Claims: None of record

Remarks:

---

Date: 12-11-57

To the Accounting Division:

Release of the above warrant is hereby authorized

H B Glaisyer
H. B. Glaisyer
Secretary

Warrant Mailed:

DEC 11 1957
G.R.W.

NOTED ON CARD
OM

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NOV 15 1957
FOR FILING

November 13, 1957

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

Reference is made to our letter of October 29, 1957, regarding Order for State Force Work covering adjusting utilities of the North Bend-Coos Bay Water Board on Contract No. 4766, Monroe Avenue-16th Street (North Bend) Section in Coos County.

The Order for State Force Work No. 285, dated September 17, 1957, in the amount of $4,838.72 includes work done under the State Force Order of January 25, 1957, in the amount of $500.00.

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

DBP:cr

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NOV 15 1957
FOR FILING

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[illegible]

November 13, 1957

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

Reference is made to our letter of October 29, 1957, regarding Order for State Force Work covering adjusting utilities of the North Bend-Coos Bay Water Board on Contract No. 4766, Monroe Avenue-16th Street (North Bend) Section in Coos County.

The Order for State Force Work No. 285, dated September 17, 1957, in the amount of $4,838.72 includes work done under the State Force Order of January 25, 1957, in the amount of $500.00.

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

DBP:cr

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NOV 8 1957
FOR FILING

[illegible]

4766

Nov. 7, 1957

CERTIFIED MAIL

General Casualty Company of America
Portland Service Office
209 S. W. Fourth Ave.
Portland 4, Oregon

Attention: G. H. Burnett

Gentlemen:

State Highway Contract No. 4766 for grading and paving on the Monroe Ave.-16th St. (North Bend) Section of the Cape Arago Highway in Coos County was completed by the contractor, Sig Andersson, on Aug. 6, 1957, but has not as yet been accepted by the Highway Commission.

Final payment in the amount of $6,394.57 will be released to the contractor after acceptance by the Commission. The total contract amount is $212,652.66, of which amount $905.46 represents force account items.

The State is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the State assumes no responsibility for such claims should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

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476

October 29, 1957

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

Reference is made to your letter of October 23, 1957, regarding Order for State Force Work No. 285 dated September 17, 1957, covering adjusting water facilities on Contract No. 4766, Monroe Avenue-16th St. (North Bend) Section in Coos County, Oregon Project US-207(4).

This Order for State Force Work is in addition to the order dated January 25, 1957, and approved by BPR February 26.

The agreement with the Coos Bay-North Bend Water Board dated November 8, 1956, covers the entire project in North Bend. The agreement with the Board dated June 29, 1956, covers work in the city of Coos Bay and has no connection with Project US-207(4).

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

BRP:gr

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OCT 25 1957
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08-35
4761

October 23, 1957

Mr. W. C. Williams
State Highway Engineer
Salem, Oregon

R

Re: Oregon Project US-207(4)
Monroe Ave.-16th Street (North Bend)
Section, Cape Arago Highway
Order for State Force Work dated
September 17, 1957 - Remove and/or
Relocate Certain Water Meters,
Valves and Related Facilities

Dear Sir:

Reference is made to your letter dated September 24, 1957, subject order.

Please advise if this order includes or is in addition to previously approved State Force Order dated January 25, 1957 in the amount of $500 for relocating existing water meters.

Does the agreement with the Coos Bay-North Bend Water Board dated November 8, 1956 supercede the agreement dated June 29, 1956?

Action on the subject order is being withheld pending receipt of answers to the above.

Very truly yours,

C. G. Polk
Division Engineer

NOTED
FORREST C

Orig to Mr. Probert

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SEP 25 1957

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US [illegible]

September 2[illegible], 1957

Mr. C. C. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for State Force Work No. [illegible] covering relocation of facilities of the Coos Bay-North Bend Water Board on the Virginia Avenue-14th Street (North Bend) Section of the Cape Arago Highway in Coos County, Contract No. 4766, in connection with Federal Aid Project No. [illegible]-177(A).

Under the agreement dated November 8, 1956, the Board is to move its facilities and the State to reimburse the Board for labor. Copies of the agreement, estimate of the Board, plan sheets for work to be done, and one copy of the final billing are enclosed. Your approval of this order under the provisions of GAM-300 is requested.

The total amount of the order is $[illegible].72, with Federal participation of $[illegible],000.00.

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

Enclosures

DBP:lmr

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OCT 28 1957
FOR FILING
[illegible]
[illegible]

Oct. 25, 1957

CERTIFIED MAIL

General Casualty Co.
Portland Service Office
209 S. W. Fourth Ave.
Portland 4, Oregon

Attention: G. H. Burnett

Gentlemen:

The State Highway Commission is prepared to release semi-final payment to Sig Andersson in connection with Contract No. 4766, for grading and paving on the Monroe Ave.-16th St. (North Bend) Section of the Cape Arago Highway in Coos County. This payment, in the amount of $10,208.73, will be released to the contractor on or after Nov. 4, 1957. The retained percentage is $6,379.12.

The State is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the State assumes no responsibility for such claims should there be any.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

ea

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AUG 15 1957
FOR FILING

UG-307(4)

4766

August 13, 1957

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Mr:

This is to advise you that work was completed on August 6, 1957, on Contract No. 4766, Monroe Ave.-16th Street (North Bound) Section, in Coos County, in connection with Federal Aid Project No. UG-307(4).

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

CC: Clarence G. Swanson

DBP:lmr

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SEP 17 1957
FOR FILING
FORM 2-30X—37,500—2-57—1477

US 207(4)

4766

**OREGON STATE HIGHWAY DEPARTMENT**
INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
August 12, 1957

SUBJECT:

To:
Mr. Frank Morgan
Division Engineer
State Highway Department
Roseburg, Oregon

467

Herewith copy of a letter from the North Bend Water Board together with itemized invoices covering costs of work in relocating water facilities on the Cape Arago Secondary Highway, in North Bend.

Will you please have these checked and approved by the resident engineer, and return to this office through the regular channels.

Tom Edwards
Construction Engineer

By

Edwin A. Pease
Construction Office Engineer

EAP:ob

Encls.

cc to: Forrest Cooper ✓

NOTED
FORREST COOPER

RECEIVED
[illegible] 1957
OFFICE OF
[illegible] HIGHWAY ENGINEER

COOS BAY-NORTH BEND WATER BOARD

264 SOUTH BROADWAY, COOS BAY, OREGON
PHONE COngress 7-3128

2009 UNION AVENUE, NORTH BEND, OREGON
PHONE SKyline 9-2551

OFFICE OF
THE MANAGER

REPLY TO:

Coos Bay, Oregon

August 6, 1957

**PLEASE RETURN TO**
**FORREST COOPER**

Oregon State Highway Department
State Highway Building
Salem, Oregon

Dear Sirs:

We are enclosing herewith a statement covering the costs of work done by the Water Board in relocating Water Works Facilities in connection with the improvement of the Cape Arago Secondary Highway in North Bend.

The cost of relocating fire hydrants was not included in the original estimate for the reason that such costs are paid out of the General Fund, rather than from Water Revenues. However, the work was performed for, and in connection with the highway improvement. You will find these costs set out separately on page 4 of the statement, and are shown in the total on page 5.

Very truly yours,

COOS BAY-NORTH BEND WATER BOARD

By C. V. Signor
C. V. Signor, Manager

CVS/ec
Enc.

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OREGON
STATE HIGHWAY COMMISSION

Form E-1—10M—12-56

OREGON STATE HIGHWAY DEPARTMENT

# Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending August 10, 1957

Section Monroe Ave. - 16th St.(North Bend)

Kind of work Grading & Paving

Highway Cape Arago County Coos

Section prefix 106-1065

Contractor Sig Andersson

Contract number 4766

Date of contract July 13, 1956

Specified work days 130

Date work started July 30, 1956

Work days used 122

Project authorization $ 253,860.19

Exclusive of engineering $ 235,807.91

Per cent of time elapsed 94 %

Estimated cost of completed project, exclusive of engineering $ 235,807.91

Estimated per cent overrun or underrun none %

Per cent of contract completed, based on total contract price 100 %

Engineering authorization $ 18,052.23

Engineering cost to date $ 17,600, 98 %

Date project was completed August 6, 1957

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Contractor completed the adjustment of the remaining manholes and clean up of the job and has removed equipment from site.

L.H. Young Asst. Const. Engr., L.R. Chandler inspected the job on Thursday.

CONSTRUCTION [illegible]
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[illegible]
NOTED

Signed

Address Box 496 North Bend, Oregon

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

State Printing 136

| | GRADING | SURFACING | MAINTENANCE MATERIALS | OIL AND BITUMINOUS MACADAM | PAVING |
|---|---|---|---|---|---|
| Miles in project | 1.09 | 1.09 | | 1.09 | 1.09 |
| Miles partially completed | | | | | |
| Miles completed | 1.09 | 1.09 | | 1.09 | 1.09 |
| Total estimated quantities (contract) | 10,700 cy | 10,070 cy | | 578 ton | 8100 ton |
| Total quantities corrected to date | 10,600 | 10,500 | | 550 | 7950 |
| Estimated quantities moved or placed to date | " | " | | " | " |
| Average daily quantities | | | | | |
| Average daily quantities necessary to complete project on time | | | | | |
| Number shifts per day | | | | | |
| Hours per shift | | | | | |
| Average force on project for week | 3 | | | | |

| | |
|---|---|
| Men | 2 |
| Supervision | |
| Men and trucks under 3 tons | 1 |
| Men and trucks over 3 tons | |
| Men and tractors | |

Equipment used during week: Shovels ........, Power graders ........, Rollers ........, Mixers ........, Crushing or screening plants ........

Compressors ........, Bulldozers ........, Compaction rollers ........, . . . . . ........, . . . . . ........, . . . . . ........

| | WEATHER | HRS. DELAY | CAUSE OF DELAY |
|---|---|---|---|
| Sunday | | | |
| Monday | Cloudy | | |
| Tuesday | " | | |
| Wednesday | " | | |
| Thursday | " | | |
| Friday | Fair | | |
| Saturday | | | |

RECEIVED
APR 2 - 1957
FOR FILING
UG-207(4)
4766

March 28, 1957

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for State Force Work No. 233 covering re-laying sanitary sewers on the Monroe Avenue-16th St. (North Bend) Section of the Cape Arago Highway in Coos County, Contract No. 4766, in connection with Federal Aid Project No. UG-207(4).

The state is to pay the city of North Bend for adjusting its utilities by the agreement attached hereto. Work was done during the period September, 1956 to February, 1957, during progress of the contract, by the contractor for the city. Prices paid the contractor were the best obtainable by the city from any source.

Reimbursement is to be made under provisions of G.A.M.-300.

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

Encl.
[illegible]

FORM E-3QX—37,500—8-56—96658

# OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
March 7, 1957

SUBJECT: Monroe Avenue-16 Street
City of North Bend
Cape Arago Highway
Coos County
Contract #4766

To: F. D. Morgan
Division Engineer
Oregon State Highway Department
Roseburg, Oregon

Reference is made to Laboratory Tests, numbers 413262, 413263, and 413264, dated March 5, 1957, showing that the 2½"-0 crushed rock from the Hillstrom Quarry fails to meet standard specifications because of from 10 to 19% excess abrasion and from 5 to 6% excess liquid limit.

It is noted that the resident engineer will not accept rock from the Hillstrom Quarry for the above project. This office concurs with that decision until such time that the contractor can furnish suitable material.

Please instruct the resident engineer to forward samples of the crushed rock base material he is to place on the road for completion of the base course. It is suggested that samples of this new base rock material be obtained in time to prevent a delay in the construction, due to the time lag required for laboratory tests.

Also, please have the resident engineer mark these samples so that it is plain that they represent material to be placed as base course on this project.

Tom Edwards
Construction Engineer

by L. H. Young
L. H. Young
Assistant Construction Engineer

LHY/WCH/ELY

Attachments

cc Forrest Cooper ✓
Ray Webber

NOTED
FORREST COOPER

RECEIVED
MAR 11 1957
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
FEB 25 1957

FOR FILING

[illegible]

4766

February 21, 1957

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

We refer to your letter of February 11 concerning State Force Work Order dated January 25 and covering the reimbursement of the Coos Bay-North Bend Water Board for the setting back of water meters on the Monroe Ave.-16th St. (North Bend) Project US-207(4).

Our answers to your questions are as follows:

1. The Coos Bay-North Bend Water Board is a local government agency.

2. Equipment charges, if any, will be small and will be made at reasonable rates.

3. The work involved has been done.

4. The obligation will be an obligation of the State as there is no law or franchise placing the obligation upon anyone else.

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

SGP:ia

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

OREGON DISTRICT

408 STATE HIGHWAY BLDG.
SALEM, OREGON

Mr. [illegible]

08-35

February 11, 1957

Mr. W. C. Williams
State Highway Engineer
Salem, Oregon

Re: Oregon Project US-207(4)
Monroe Avenue-16th St. (North Bend) Sec.
Order for State Force Work dated
January 25, 1957

Dear Sir:

Before subject order can be processed we will need further information.

(1) Is the Coos Bay-North Bend Water Board a private utility or a local government agency?

(2) If equipment charges are to be included, what basis for rental rates will be used?

(3) Has the work contemplated under the order been started?

(4) Is the State obligated, by law, to assume the cost of moving the meters?

Very truly yours,

CGPolk

C. G. POLK
District Engineer

RECEIVED
FEB 11 1957
FOR FILING

February 7, 1957

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for State Force Work No. 205 covering relocation of existing water meters on the Sherman Avenue-16th St. (North Bend) Section of the Cape Arago Highway in Coos County, Contract No. 4776, 4760 in connection with Federal Aid Project No. UG-207(4).

It is necessary to relocate 30 water meters in the city of North Bend to conform to widening of the streets under this contract. This work will be done by the Coos Bay-North Bend Water Board, which is prepared to do the work, coordinating the work with the progress of the construction. The amount is too small for contracting.

Three copies each of the agreement with the Coos Bay-North Bend Water Board and estimate of the Water Board, including the estimate for relocating water meters, are enclosed.

Your approval of this order on force account basis is requested.

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

Encl.
DBP:ew

RECEIVED
DEC 3 1956
FOR FILING

US-207(4)

4766

November 29, 1956

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for Extra Work No. 1 covering State share of flagging costs on the Monroe Avenue-16th St. (North Bend) Section of the Cape Arago Highway in Coos County, Contract No. 4766, in connection with Federal Aid Project No. US-207(4).

Very truly yours,

W. C. Williams
State Highway Engineer

By

W. W. Stiffler
Assistant State Highway Engineer

DWP:ia

Encl.

NOTED
J. W. CATTRALL

NOTED
Harold C. Ayers

Salem, Oregon
October 2, 1956

NOTED
V. R. JONES

Assignment #49

Mr. Forrest Cooper
OFFICE

NOTED
J. F. HAGEMANN

Attached are three copies of an agreement between the State and the Coos Bay-North Bend Water Board. This agreement covers certain work to be performed by the Water Board in connection with the Monroe Avenue-16th Street (North Bend) section of the Cape Arago Highway in North Bend.

Two copies of the agreement have been executed by the Water Board and are now ready for presentation to the Highway Commission for signature.

This completes Assignment #49.

John D. Graham
Office Engr., County & City Relations

JDG:mm
Att.

cc: D. J. Barbee

A

RECEIVED
[illegible] 1956
FOR FILING

FORM E-30X—50M—11-55—90228

US-207 (N)

4766

# OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
September 18th, 1956

SUBJECT: Monroe Ave.-16th St. (North Bend)
Cape Arago Secondary
Contract No. 4766

To: Mr. F. D. Morgan
Division Engineer
State Highway Department
Roseburg, Oregon

L

Reference is made to Laboratory Report No. 401554, dated September 13th, 1956, showing an excess of 3 percent plasticity index for the 2½"-0 crushed rock being produced at the quarry on Coos River near Enegren Ferry.

The 2½"-0 crushed rock produced at this quarry has been somewhat erratic in grading, being either on the low side for material retained on the 1¼" screen or deficient. The plasticity index has consistently been around 5 to 6, while the fines have been sufficiently low to allow the crushed rock to pass.

Will you please instruct the resident engineer to have the contractor adjust his plant and quarry operations so that the part passing the #40 sieve is maintained less than 10 percent.

Also, please have the resident engineer resubmit improved samples of the 2½"-0 crushed rock so marked that it is clear they represent corrected aggregate.

Tom Edwards
Construction Engineer

By L. H. Young
L. H. Young
Ass't. Construction Engineer

LHY/WCH:AR

cc to: Forrest Cooper
Ray Webber

NOTED
FORREST COOPER

RECEIVED
SEP 19 1956
OFFICE OF
STATE HIGHWAY ENGINEER

September 13, 1956

Mr. C. V. Signor, Manager
Coos Bay-North Bend Water Board
Coos Bay, Oregon

Dear Sir:

Enclosed are two copies of an agreement between the State and the Coos Bay-North Bend Water Board covering certain work to be done by the Water Board in North Bend in connection with the Monroe Avenue-16th Street (North Bend) Section project on the Cape Arago Secondary Highway.

Please present the agreement to the Water Board, and if approved, have both copies signed and return them to this office. After signature by the Highway Commission one fully executed copy will be returned for the Board's records.

Very truly yours,

W. C. Williams
State Highway Engineer

By

John W. Cattrall
Engineer, County and City Relations

JDG:mm
Encl.

RECEIVED
AUG 30 1956
FOR FILING

FORM E-30X—50M—11-56—SOLD
115.267 (4)
4766

# OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
August 28, 1956

SUBJECT: Monroe Avenue-16th Avenue,
North Bend Section
Cape Arago Secondary
Contract No. 4766

To:

Mr. Frank Morgan
Division Engineer
State Highway Department
Roseburg, Oregon

Reference is made to Laboratory Report No. 539677, dated August 27, 1956 showing a 5.8 percent deficiency of material retained on the 1¼" screen for the 2½"-0 crushed rock being produced at the Enegren Ferry quarry on the Coos River.

While the deficiency is not severe enough to condemn the material tested, it is suggested that, because of the high L.L. and P.I. values, the resident engineer make special efforts to increase the coarser sizes of the finished product, and thus cut down the effect of the undesirable fines. It may be that opening the crusher jaws or rolls will assist in this direction.

Will you please call the attention of the resident engineer to this factor and have him instruct the contractor to improve the quality of the 2½"-0 crushed rock being produced.

Also, will you please instruct the resident engineer to so mark samples of improved aggregate submitted to the laboratory for test that it is clear they represent corrected material.

Tom Edwards
Construction Engineer

By L. H. Young
L. H. Young
Ass't Construction Engineer

LHY-WCH:jc

cc Forrest Cooper ✓

RECEIVED
1956
OFFICE OF
STATE [illegible] ENGINEER

RECEIVED
AUG 9 1956
FOR FILING

US-207(4)

4766

August 8, 1956

Mr. Sig Andersson
1371 Bayview
North Bend, Oregon

Dear Sir:

We enclose herewith for your files a fully executed copy of contract No. 4766, which was awarded to you on July 13 by the State Highway Commission, for grading and paving on the Monroe Ave.-16th St. (North Bend) Section of the Cape Arago Highway in Coos County.

We are also sending a copy of this contract to the surety on your performance bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encl.

A

RECEIVED
AUG 10 1956
FOR FILING

US-207(4)

4766

August 7, 1956

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

This is to advise you that work was started on July 30, 1956 on Contract No. 4766, Monroe Avenue-16th St. (North Bend) Section, in Coos County, in connection with Federal Aid Project No. US-207(4).

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Deputy State Highway Engineer

DHP:ch

NOTED
J. W. CATTRALL

NOTED
V R JONES

July 25, 1956

NOTED
Harold C. Ayers

Mr. C. G. Polk, District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

J. T. HAGEMANN

Dear Mr. Polk:

Attached are three copies of an encroachment resolution covering Oregon Project No. US-207(4), Monroe Avenue-16th Street (North Bend) Section of the Cape Arago Secondary Highway in Coos County.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

John W. Cattrall
Engineer, County and City Relations

JDG:mm
Att.

Form cc-13 (1954 Rev.)

Oregon Project No. US-2[illegible]7(4)

# RESOLUTION

WHEREAS, Federal Aid Secondary Highway No. 263 of the State of Oregon, known as the Cape Arago Highway, is routed through the City of North Bend, Coos County, Oregon, a municipal corporation, and the route officially adopted for said highway by the State Highway Commission traverses the following street or streets, or avenues of said city; to wit:

> Beginning at the west property line of Monroe Avenue (Highway Engineer's Survey Station [illegible]) and extending in a westerly direction along Virginia Avenue to its intersection with Broadway; thence southerly along Broadway to the south property line of [illegible] Street (Highway Engineer's Survey Station [illegible]).

AND, WHEREAS, the State Highway Commission of the State of oregon is desirous of receiving Federal Aid for the improvement of said highway,

AND, WHEREAS, the Department of Commerce, Bureau of Public Roads, will not participate in the construction of said highway until and unless the said City of North Bend will guarantee by resolution officially adopted by the City Council of said City that no encroachments will be permitted upon the right of way of said highway within the corporate limits of said City which will permanently obstruct or interfere with the free and convenient flow of traffic over said highway through said City; and will so regulate parking of vehicles on said streets or avenues traversed by said highway that the free, convenient, and safe flow of traffic shall not be impeded; and agree not to impose unreasonable limitations of speed upon said highway, nor impose any regulations of traffic which will operate to discriminate against traffic upon said highway by giving undue preference to traffic upon other intersecting streets or avenues.

NOW, THEREFORE, IT IS HEREBY RESOLVED by the Common Council of the City of North Bend, Coos County, Oregon, that no encroachments will be permitted on the streets and avenues traversed by Federal Aid Secondary Highway No. 263 of the State of Oregon, known as the Cape Arago Highway, which will permanently or unduly interfere with the free and convenient flow of traffic along said highway; and will so regulate the parking of vehicles along said streets and avenues as not to impede the free, convenient, and safe flow of traffic; and will not impose any unreasonable limitations of speed upon said highway, nor impose any regulation of traffic upon said highway which shall unduly discriminate against traffic upon said highway by giving undue preference to traffic upon other intersecting streets or avenues.

It being understood that nothing in this resolution of agreement by the City Council shall be construed so as to prevent or impair proper police regulations and the enforcement of all existing ordinances and regulations respecting the use of streets in said City, nor to prevent such temporary obstructions to traffic as may be necessitated by the construction of water or gas mains, sewers, and other public improvements, or to preclude the proper use of said highway for the placement of telephone or electric light poles or other public service facilities.

Passed by the Common Council of the City of North Bend, Coos County, Oregon, this 10th day of July, 19[illegible].

Attest:

Lyle L Chappell
City Recorder

Mayor

RECEIVED
JUL 26 1956
FOR FILING

H5-8:7(4)

4766

Salem, Oregon
July 19, 1956

MISC. CONTRACTS and
AGREEMENTS No. 1757

Mr. John W. Cattrall
City & County Relations Engineer
Office

Attached hereto is a conformed copy of an agreement between the State Highway Commission and the City of North Bend covering the construction of a portion of Virginia Ave. between Broadway and Monroe and Broadway between 16th Street and Virginia Avenue.

One fully executed copy of the above agreement has been retained in this office for the Commission's files and one fully executed copy has been sent to the City Recorder, North Bend, Oregon.

Secretary

rn
Enc. 1

A

RECEIVED
JUL 17 1956
FOR FILING

US-207(4)

4/

July 16, 1956

Mr. Sig Andersson
1371 Bayview
North Bend, Oregon

Dear Mr. Andersson:

The State Highway Commission on July 13, 1956 awarded to you State Highway Contract No. 4766 for grading and paving the Monroe Ave.-16th St. (North Bend) Section of the Cape Arago Highway in North Bend in Coos County.

This award was based on your bid of $222,903.50 which was the low bid submitted to the Commission on that day for this project. Contract forms will be sent to you for execution within the next few days.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

blm

cc: Forrest Cooper
S. H. Probert
R. G. Savage (SIAC)

A

RECEIVED
JUL 18 1956
OREGON DISTRICT

FOR FILING

US-207 (4)

4766 08-35

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

408 STATE HIGHWAY BLDG.
SALEM, OREGON

July 13, 1956

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

This is to advise of our prior verbal concurrence as of this date in award of contract No. 4766 for Oregon Project US-207(4), Monroe Avenue-16th St. (North Bend) Section of the Cape Arago Highway, to Sig Andersson of North Bend, Oregon, low bidder in the amount of $222,903.50 at the July 13, 1956 bid opening.

Very truly yours,

C G Polk
C. G. POLK
District Engineer

RECEIVED
JUL 16 1956
FOR FILING

FORM E-30X—50,000—10-54—79484

US-307(4)

4766

**OREGON STATE HIGHWAY DEPARTMENT**

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
July 13, 1956

SUBJECT: Cooperative Construction Project
Monroe Avenue-16th Street Section
Cape Arago Secondary Highway #240
City of North Bend

To: Mr. C. H. Maison
OFFICE

Attached is the city of North Bend's Check No. 7255 in the amount of $50,000 as the city's share in the total actual cost of the Monroe Avenue-16th Street section of the Cape Arago Secondary Highway No. 240 project in North Bend.

Robert H. Prange
Robert H. Prange
Office Engr., County & City Relations

RHP:mm
Att.

cc: G. S. Paxson
S. H. Probert

RECEIVED
JUL 13 1956
OFFICE OF
STATE HIGHWAY ENGINEER

NOTED
G. S. PAXSON

RECEIVED
JUL 23 1956
FOR FILING

FORM 230—12½M—[illegible]

US-207(4)

-1766

41

**OREGON STATE HIGHWAY DEPARTMENT**

**INTER-DEPARTMENT CORRESPONDENCE**

Salem, Oregon
July 6, 1956

**SUBJECT:** Cooperative Construction Agreement

**To:** Mr. G. S. Paxson
Assistant State Highway Engineer
OFFICE

Attached hereto are eight (8) backed copies of a Cooperative Construction Agreement on the Monroe Avenue-16th Street (N. Bend) Section Cape Arago Secondary Highway #240 City of North Bend.

Please note that only two (2) copies have attached exhibits. Additional exhibits may be obtained from the County-City Relations Division.

C. W. ENFIELD
Chief Counsel

By: William A. Mansfield
William A. Mansfield
Assistant Attorney

WAM:dm
Att: (8)

Two copies
taken by
John Graham
7/10/56 - BR

**NOTED**
**G. S. PAXSON**

RECEIVED
JUL 13 1956
[illegible]

RECEIVED
JUL 20 1956
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
JUL 9 1956
FOR FILING

Xiler

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

OREGON DISTRICT

409 STATE HIGHWAY BLDG.
SALEM, OREGON

US-207(4)

4766

08-55

June 27, 1956

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

We have today approved the P. S. and E. documents for Oregon Project US-207(4), Monroe Avenue-16th Street (North Bend) Section of the Cape Arago Highway. This is to authorize your advertising for bids.

Concurrence in award of contract will be withheld pending notification that all rights-of-way or rights-of-entry have been acquired.

Please submit the usual copies of encroachment resolution from the City of North Bend.

Very truly yours,

CGPolk
C. G. POLK
District Engineer

RECEIVED
JUL 6 1956
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
JUN 26 1956
FOR FILING

US-207(4)

4766

Salem, Oregon
June 25, 1956

Cooperative Construction Agreement
Monroe Avenue-16th Street (N. Bend) Section
Cape Arago Secondary Highway #240
City of North Bend

Mr. C. W. Enfield
OFFICE

The Highway Commission plans to accept bids for the subject project at its July 12-13 meeting. It is requested that an agreement be prepared covering the following points:

RECITALS: Standard paragraphs.

THINGS TO BE DONE BY STATE:

1. State shall either by its own forces or by contract, in accordance with the plans attached hereto marked Exhibit "A" and by this reference made a part hereof, within the corporate limits of the City of North Bend, widen and resurface that certain street known as Virginia Avenue between Monroe Avenue and Broadway; and also that certain street known as Broadway between Virginia Avenue and 16th Street.

2. State shall, without cost to City, relocate or reconstruct, or cause to be relocated or reconstructed, those utility conduits, lines, poles, mains, pipes, and other facilities required to be relocated or reconstructed to conform to the proposed plans and ultimate requirements of the project which are not covered by the provisions of paragraphs 2 and/or 3 under THINGS TO BE DONE BY CITY.

3. State shall pay the total actual costs and disbursements incurred in the completion of this project.

THINGS TO BE DONE BY CITY:

1. City, by executing this agreement, approves the plans attached hereto marked Exhibit "A."

2. Standard paragraph on city franchized utilities.

3. Standard paragraph on city owned utilities. (Separate agreement with the North Bend-Coos Bay Water District is being prepared covering the movement of water facilities.)

4. City shall, upon return of this agreement signed, submit its warrant or certified check for $50,000, which sum shall be the City's share of the total actual cost of the project.

5. City, by executing this agreement, consents to any and all changes of grade, if any there be, in connection with or arising out of the project covered by this agreement.

6. City shall pass an ordinance or resolution, as the case may be, authorizing the Mayor and Recorder to enter into this agreement.

7. City shall enact and enforce, or keep in effect and enforce, the necessary ordinance or resolution prohibiting all but parallel parking on both sides of those certain streets described in paragraph 1 under THINGS TO BE DONE BY STATE.

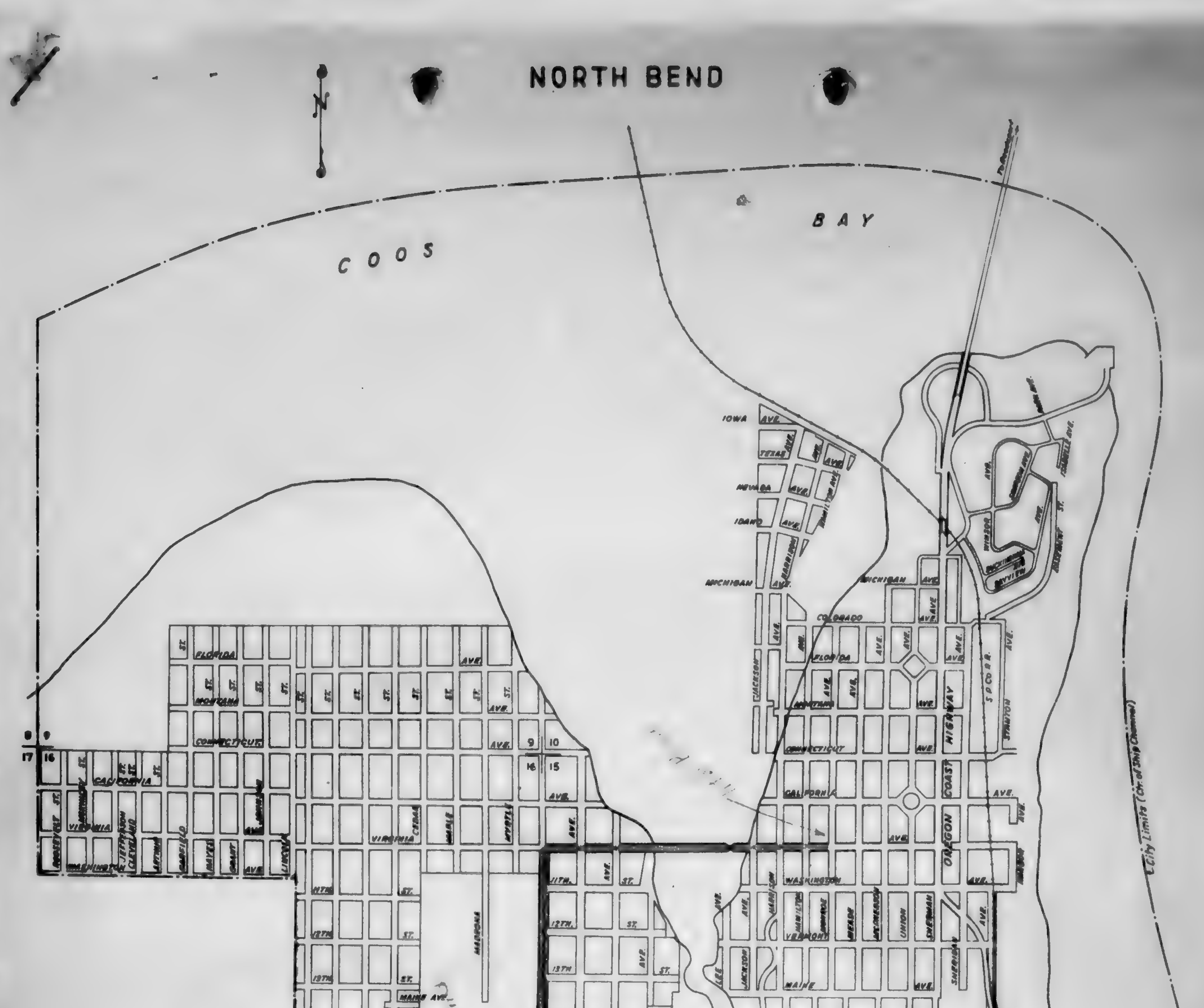
SPECIAL PROVISIONS: Standard paragraph on sidewalk jurisdiction by city.

Please prepare six copies of the agreement in addition to any required by the Legal Division. Copies of Exhibit "A" will be supplied by the County and City Relations Division when available.

G. S. Paxson
Assistant State Highway Engineer

JDG:mm
Att.

cc: Forrest Cooper
J. W. Cattrall



NORTH BEND

Rev 8 10-50

FORM E-30X—30M—11-53—90225

**OREGON STATE HIGHWAY DEPARTMENT**

INTER-DEPARTMENT CORRESPONDENCE

NOTED
J. W. CATTRALL

Salem, Oregon
June 19th, 1956

SUBJECT: North Bend (Monroe Ave.-16th St.)
Cape Arago Highway
Coos County

To: Mr. Forrest Cooper
Construction Engineer
Office

Attached is an estimate of cost to construct the North Bend (Monroe Ave.-16th St.) Section of the Cape Arago Highway.

R. D. Asburry
R. D. Asburry
Chief Cost Analyst

cc to: J. W. Cattrall

North Bend (Monroe Ave.-16th St.)
Cape Arago Highway

## Estimate of Cost

| | Quantity | Unit Price | Amount |
|---|---|---|---|
| Clearing & Grubbing | All | Lump | $ 1,000.00 |
| Removal of Concrete Curbs | 140 L.F. | $ 0.50 | 70.00 |
| " " Catch Basins | 4 Ea. | 10.00 | 40.00 |
| Drainage & Excavation, Unclass. | 3,150 C.Y. | 4.00 | 12,600.00 |
| General Excavation, Unclass. | 6,000 C.Y. | 1.00 | 6,000.00 |
| Finishing Roadbed & Slopes | 1.09 Mi. | 850.00 | 926.50 |
| Loose Riprap in Place | 420 C.Y. | 5.00 | 2,100.00 |
| Salvaging Concrete Culvert Pipe | 657 L.F. | 2.50 | 1,642.50 |
| 8" Sewer Pipe | 800 L.F. | 1.40 | 1,120.00 |
| 12" " " | 670 L.F. | 2.30 | 1,541.00 |
| 15" " " | 500 L.F. | 3.00 | 1,500.00 |
| 18" " " | 510 L.F. | 3.30 | 1,683.00 |
| 21" " " | 750 L.F. | 4.20 | 3,150.00 |
| 24" " " | 330 L.F. | 5.40 | 1,782.00 |
| 30" " " | 740 L.F. | 6.50 | 4,810.00 |
| 36" " " | 530 L.F. | 7.50 | 3,975.00 |
| Concrete Manholes | 12 Ea. | 250.00 | 3,000.00 |
| " Catch Basins | 27 Ea. | 75.00 | 2,025.00 |
| Adjustment of Manholes | 19 Ea. | 50.00 | 950.00 |
| Concrete Curbs | 390 C.Y. | 50.00 | 19,500.00 |
| Dowel Bars | 265 Ea. | 0.60 | 159.00 |
| Coarse Crushed Material in Base | 5,500 C.Y. | 4.20 | 23,100.00 |
| 3/4"-0 Material in Base | 950 C.Y. | 4.50 | 4,275.00 |
| Sprinkling | 250 M-Gal. | 3.00 | 750.00 |
| Preparation of Base | 1.09 Mi. | 200.00 | 218.00 |
| 3/4"-0 Material in Binder Course | 155 C.Y. | 5.50 | 852.50 |
| RC-3 Asphalt in Binder Course | 25 Tons | 60.00 | 1,500.00 |
| Class "B" Asphaltic Concrete | 6,400 Tons | 10.50 | 67,200.00 |
| RS-2 Asphalt | 32 Tons | 65.00 | 2,080.00 |
| Aggregate in Pavement Seal | 135 C.Y. | 7.00 | 945.00 |
| | | | $170,494.50 |
| 12½% Engineering & Contingencies | | | 21,505.50 |
| | | | $192,000.00 |
| Flagging (State Share) | | | 1,000.00 |
| Work by Others: | | | |
| Widen Existing Bridge | | | ---------- |
| Move and Reinstall Water Meters | | | 500 ~~290.00~~ |
| | | | ~~$193,290.00~~<br>193,500.00 |

6/19/56

Harold C. Ayers

NOTED
Harold C. Ayers

**LOCATION PROSPECTUS NORTH BEND (MONROE AVE.-16TH STREET) SECTION, CAPE ARAGO HIGHWAY, COOS COUNTY.**

3-29-56

NOTED
J. W. CATTRALL

The following prospectus is submitted in regard to the North Bend Section (Monroe Avenue to 16th Street) of the Cape Arago Highway in Coos County. The point of beginning is intersection of Monroe Avenue and Virginia Avenue in the City of North Bend. The end of the survey is the intersection of Broadway and 16th Street. The overall length of the survey is 1.1 miles.

This is to be a widening and resurfacing survey. The route is coincident with the existing facility from the point of beginning along Virginia Avenue to the intersection with Broadway; thence along Broadway to the end of survey. The entire project is within the limits of North Bend.

The decision to follow the existing facility was reached prior to a previous survey in the same area by C. C. Hall in 1954. Routine soils work will be done for the determination of the base design. A drainage problem, created by heavy surface flow during intense rain storms, exists along portions of Broadway. A study will be made to determine the capacity of existing storm sewer facilities and the possible need of additional facilities. There is no need for an economic analysis.

The traffic is as follows:

| | 1955 ADT | Projected 1975 ADT |
|---|---|---|
| Monroe Avenue to Broadway and Virginia Ave. | 7500 | 15,000 |
| Broadway and Virginia Ave. to 16th Street | 4500 | 7,000 |

This is to be a city street section.

The roadbed sections will be as follows:

In platted areas along Virginia Ave; 52 feet curb to curb.

Virginia Ave., Pony Slough Vicinity; 52 feet curb to curb with a 4-foot footpath on the southerly side.

Broadway; 44 feet curb to curb.

Tentative base design by Ray Webber, March 26, 1956, as follows:

| | |
|---|---|
| Bottom Course Base | 9" |
| Leveling Course | 1½" |
| Asphaltic Concrete | 3½" |
| Total | 14" |

There is no change in alignment, horizontal or vertical, therefore no comparison. There is one right angle turn and approximately 40 feet of rise and fall.

This is a city street section. Normal design standards are not applicable.

This is to be an unrestricted access section with all connections and access points "at grade". There are no railroad crossings involved. The only stream crossing requiring a structure is Pony Slough. The existing structure, which is 48'10" wide, will be used. The width is adequate to handle the four 12-foot lanes by eliminating the 4-foot median strip. This may require the addition of a cantilever type walkway to be added on the upstream side of the bridge.

Commercial material sources are proposed for this project.

Officials of the City of North Bend will have to approve the completed construction plans. No other agreements are necessary.

No state parks are involved in this survey.

March 29, 1956

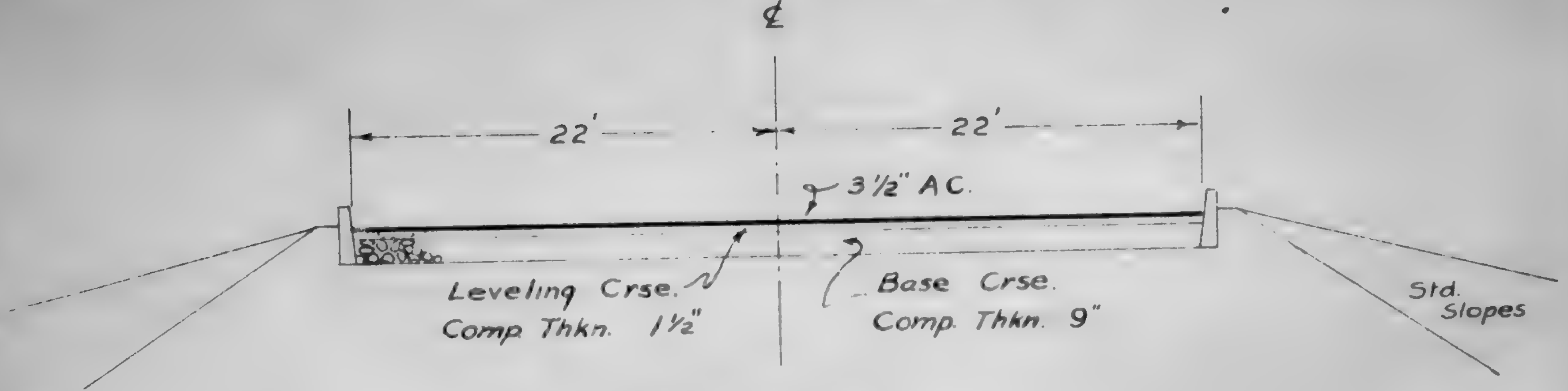
Attach.

cc - R. H. Baldock
W. C. Williams
Forrest Cooper
Tom Edwards
P. F. Burnett
P. M. Stephenson
Ray Webber (2)
F. B. Crandall
J. W. Cattrall
C. H. Armstrong
R. L. Porter
Frank Hall
Roy Edgerton

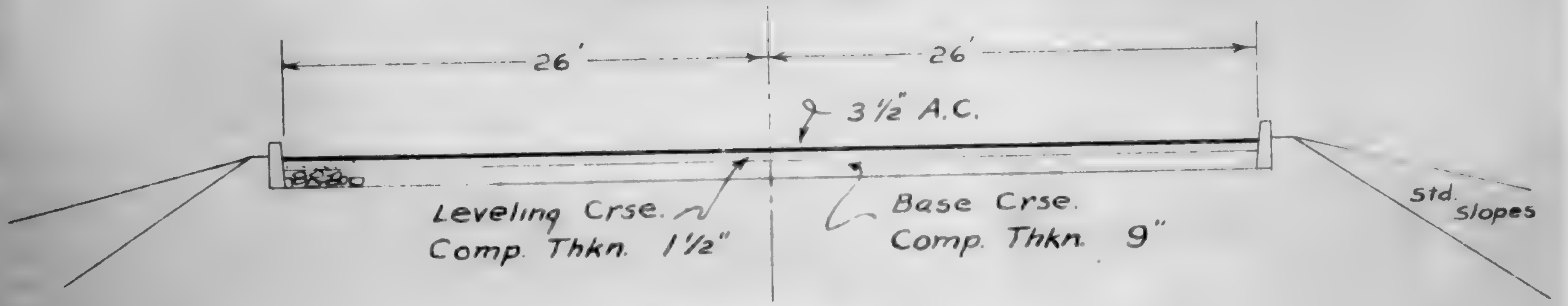
RECEIVED
APR 3 1956
ENGINEER
[illegible]

# NORTH BEND SECTION
# MONROE AVE – 16TH. ST.

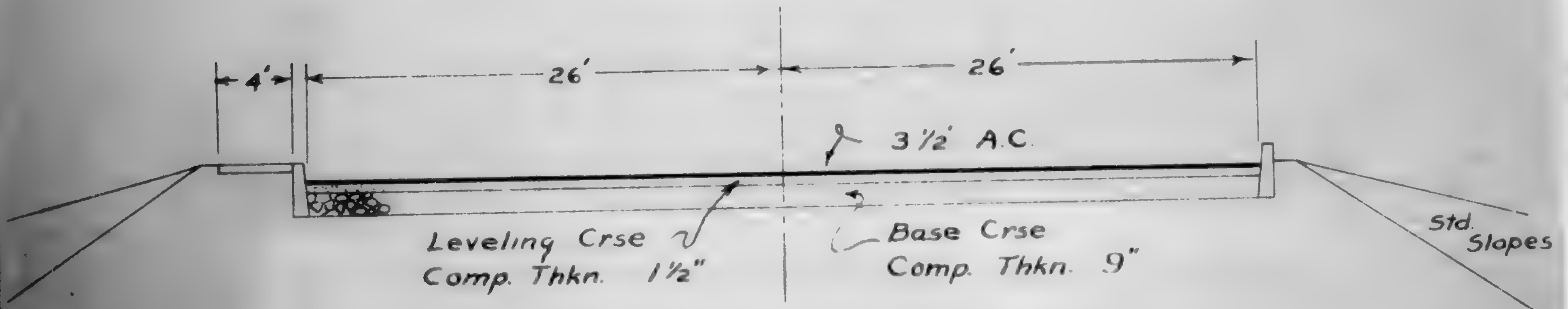
## TYPICAL SECTIONS



BROADWAY



VIRGINIA AVE.



VIRGINIA AVE. (SLOUGH AREA)

FORM 2-122 5CM REVISED 3-53

COMMISSIONERS
BEN R. CHANDLER, CHAIRMAN
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE
M. K. McIVER, MEMBER
PORTLAND
H. B. GLAISYER
SECRETARY

OREGON
STATE HIGHWAY DEPARTMENT
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
W. C. WILLIAMS
1ST ASST. STATE HWY. ENGR.
W. W. STIFFLER
2ND ASST. STATE HWY. ENGR.
C. W. ENFIELD
CHIEF COUNSEL

NOTED
J. W. CATTRALL

March [illegible], 1955

Harold C. Ayers

Oregon State Highway Commission

J. F. [illegible]N

Gentlemen:

At the October Highway Commission meeting, the City Council of North Bend appeared before you, requesting cooperation from the State in widening and curbing of the Virginia and Broadway Avenue sections of the Cape Arago Secondary Highway in North Bend.

We have made a reconnaissance of the work requested and find that the estimated cost is $176,000, which does not include sidewalk construction, as this should properly be an obligation of the City.

The City has advised that it will contribute approximately $25,000 toward the cost of widening and construction of curbs, which would be about one-seventh of the total cost. The City also advises that it will construct the sidewalks, which is estimated to cost $26,000.

There is no denying the fact that the improvement is desirable, as the Virginia avenue section is carrying approximately 9,000 vehicles per day and the Broadway Avenue section about [illegible],000 per day. There are, however, no funds now available to finance the State's $151,000 share if the City provided $25,000. Therefore, until more funds are available I can only recommend that the project be kept in mind when additional funds for this type of work are available. This secondary highway would be eligible for federal urban funds, and it might be that in a future program such funds might be utilized.

This matter will be on the agenda for your consideration.

Very truly yours,

RECEIVED
55

R. H. Baldock
State Highway Engineer

cc Mr. H. G. Smith
Mr. S. H. Probert
Mr. J. W. Cattrall

WCW:me hi

Office of
CITY ENGINEER

CITY OF NORTH BEND

North Bend, Oregon

February 28, 1955

NOTED
W. C. WILLIAMS

Mr. John Cattrall, Engineer
County & City Relations
Oregon State Highway Department
Salem, Oregon

Dear Sir:

The City Council of the City of North Bend has looked over the preliminary estimate prepared by the Highway Department for the proposed widening of Virginia and Broadway. Following is the City estimate of what they are financially able to put into the project:

| | |
|---|---|
| Class A concrete curbs and gutters - | $ 24,525. |
| Sidewalks - - - - - - - - - - - - - | 26,000. |
| Total | $ 50,525 |

In addition they will try to raise two or three thousand dollars toward other items in the estimate.

The City will appreciate knowing as soon as possible when the State might or will do the project as they have considerable work to accomplish in providing the above financial commitment. The City feels this project is very necessary for its own future progress and will do everything possible to see it accomplished.

Very truly yours,

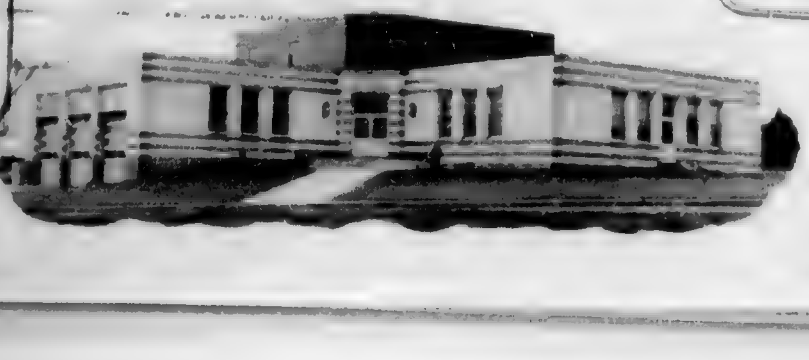
R. J. Herrington
R. J. Herrington
City Engineer

RJH:ml

RECEIVED
[illegible] 55

RECEIVED
MAR 1 1955
ENGINEER
COUNTY & CITY RELATIONS

RECEIVED
Mar 1
~~FEB 28~~ 1955
OREGON
STATE HIGHWAY COMMISSION



FORM 830—50M—4-54—74390

# OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon

December 16, 1954

**SUBJECT:**

**To:** Mr. J. W. Cattrall
County and City Relations Engineer
OFFICE

In compliance with your recent verbal request, I hand to you herewith preliminary estimates for four-laning the route of the Cape Arago Secondary Highway in North Bend from Sherman Street (Oregon Coast Highway) to Broadway and thence southerly to 16th Street.

Forrest Cooper
Ass't. Construction Engineer

FC:js

Attachments

RECEIVED
DEC 15 1954
ENGINEER
COU [illegible] ATIONS

FORM E-30X 87½ 3-54 72730

# OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Roseburg, Oregon
December 6, 1954

SUBJECT:

To:
Mr. H. G. Smith
Construction Engineer
Salem, Oregon

Attention: Mr. Forrest Cooper

Dear Sir:

In compliance with your letter of November 24th, 1954, I submit herewith a preliminary estimate for four-laning the route of the Cape Arago Secondary Highway in North Bend from the Old Oregon Coast Highway (Sherman Ave) westerly to Broadway, and improving Broadway from Virginia southerly to 16th Street to a 44-foot width with curbs and adequate drainage. Virginia Street to be on a basis of 52 feet between curbs.

Establishment of curb grades for this section has not been completed.

Copy of a letter from Mr. F. B. Klaboe and one book of computations are attached.

Total estimate for this work is as follows:

| | |
|---|---|
| Total of bid items | $156,360.50 |
| Plus 12½% Engr. & Cont. | 19,545.06 |
| Total Preliminary Est. | $175,905.56 |

Very truly yours,

Tom Edwards
Division Engineer

By F D Morgan
F. D. Morgan
Assistant Division Engineer

FDM:vw
Enc.
cc: F. B. Klaboe

RECEIVED
DEC 7 1954
OFFICE OF
CONSTRUCTION ENGINEER

OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE

North Bend, Oregon
December 3, 1954

SUBJECT: Preliminary Estimate
Virginia & Broadway Streets
North Bend, Oregon

To: Mr. Tom Edwards
Division Engineer
Roseburg, Oregon

Dear Sir:

In accordance with your request, dated 11-29-54, I am forwarding the following information concerning the above mentioned subject.

2 Books Computations
2 Copies quantity summary
1 Pencil plan map with typical sections assumed.

You will please note that I have used the following assumptions:

1. The present street between Sherman Avenue and Monroe Avenue is in good shape and needs no additional work.
2. The present grade and wearing surface between Monroe Avenue and Broadway is in good shape. I have used a cover over this old pavement of 1½" of Asphaltic Concrete. This A.C. to be laid right on the old pavement.
3. The grade between the intersection of Virginia and Broadway and 16th. Street is a rolling grade. We would raise some of the low spots.
4. The present surface between the intersection of Virginia and Broadway and 16th. Street is an oiled surface and rough in spots. I have assumed a full lift of 1½" over the entire section between these limits.
5. I have assumed a total of [illegible]" base plus wear where grading is necessary.
6. I have assumed a type A curb and gutter between Jackson and Broadway. This grade is a level one. I have assumed type C curb elsewhere.
7. I have replaced an oiled footpath now in existance between Jackson and Pacific. The grading for the roadway destroys this old footpath. To build this footpath we must fill into the [illegible] or South side of Pony Slough. All excavated material would be dumped into this area.
8. The wood structure 70 feet in length across Pony slough is at present only 51 feet in width between the wood curbs. I have assumed leaving this structure in and obtaining the extra foot needed by revamping the wood curbs.

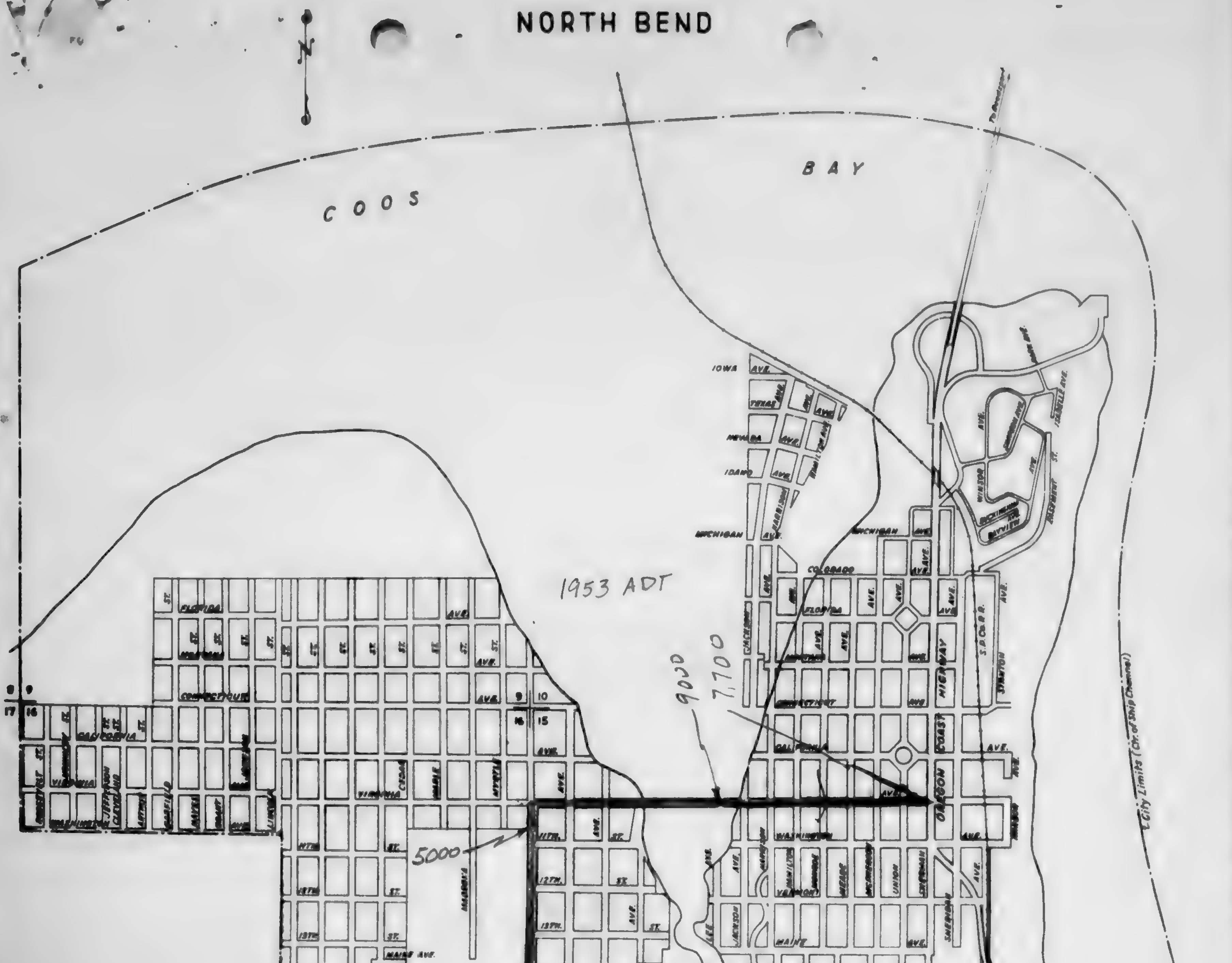
Very truly yours
Fred H. Kilboe
Resident Engineer

PRELIMINARY ESTIMATE
CITY OF NORTH BEND (Sherman to 16 th. Street) SECTION
CAPE ARAGO SECONDARY HIGHWAY
COOS COUNTY
DECEMBER 1951

| Item | unit | Est. | Allowance | total | unit price | Cost |
|---|---|---|---|---|---|---|
| 1. Clearing and Grubbing | All specified | | | | | $1000.00 |
| 2. Drainage Excavation | Cu. Yd. | 2631 | 269 | 2900 | $ 3.00 | 8700.00 |
| 3. General Excavation Haul Included | Cu. Yd. | 6336 | 664 | 7000 | $ .65 | 4550.00 |
| 4. Finishing Roadbeds and Slopes | Mile | 1.13 | - | 1.13 | 850.00 | 960.50 |
| 5. 8-inch Conc. Sewer Pipe | Lin. Ft. | 3342 | 338 | 3680. | $ 1.40 | 5152.00 |
| 6. 12-inch Conc. Sewer Pipe | Lin. Ft. | 1667 | 173 | 1840 | $ 2.00 | 3680.00 |
| 7. 18-inch Conc. Sewer Pipe | Lin. Ft. | 2300 | 230 | 2530 | $ 3.00 | 7590.00 |
| 8. Concrete Catch Basins | Each | 62 | 8 | 70 | $75.00 | 5250.00 |
| 9. Concrete Manholes | Each | 15 | 2 | 17 | 200.00 | 3400.00 |
| 10. Class A Concrete in Curbs and Gutters | Cu. Yd. | 495. | 50 | 545 | $45.00 | 24525.00 |
| 11. 2½" - 0 Material in Base | Cu. Yd. | 7342 | 728 | 8070 | $ 4.00 | 32280.00 |
| 12. 3/4" - 0 Material in Base | Cu. Yd. | 1333 | 127 | 1460 | $ 4.25 | 6205.00 |
| 13. Sprinkling | M. Gal. | 224 | 26 | 250 | $ 3.00 | 672.00 |
| 14. Preparation of Base | Mile | 1.13 | - | 1.13 | 200.00 | 226.00 |
| 15. RC 3 Asphalt in Binder | Ton | 35 | 5 | 40 | $50.00 | 2000.00 |
| 16. 3/4" - 0 Material in Binder | Cu. Yd. | 219 | 21 | 240 | $ 5.00 | 1200.00 |
| 17. Class B. Asphaltic Concrete | Ton | 4894 | 486 | 5380 | $ 9.00 | 48420.00 |
| 18. Adjust Manholes | Each | 20 | 2 | 22 | $25.00 | 550.00 |

| | |
|---|---|
| Total Bid Items | $ 156,360.50 |
| Plus 12½ Engineering and Contingencies | 19,545.06 |
| Total Construction Costs | $ 175,905.56 |
| Additional Right of Way Costs | 0.00 |
| Total preliminary estimate | $ 175,905.56 |

# NORTH BEND



Rev 8-10-50

FORM E-123X 37,500 6-52

COMMISSIONERS
BEN R. CHANDLER, CHAIRMAN
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE
M. K. McIVER, MEMBER
PORTLAND
H. B. GLAISYER
SECRETARY

OREGON
STATE HIGHWAY DEPARTMENT
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
W. C. WILLIAMS
1ST ASST. STATE HWY. ENGR.
W. W. STIFFLER
2ND ASST. STATE HWY. ENGR.
C. W. ENFIELD
CHIEF COUNSEL

NOTED
J. W. CATTRALL

July 8, 1952

NOTED
Harold C. Ayers

Oregon State Highway Commission

Gentlemen:

The City of North Bend, through the City Engineer, Mr. R. J. Herrington, has asked that the State Highway Commission construct curbs and pave, to full street width, the Cape Arago Secondary Highway for a distance of approximately 1.63 miles in the city of North Bend. This request is mainly by reason of the fact that the City is encouraging construction of curbs on city streets not a part of the highway system, but the property owners somewhat object to paying for curbs on streets that lead onto the secondary highway which is not curbed.

We have made no estimate of cost of this work, but it is a certainty that the project would cost not less than $75,000, and more if any drainage systems are required.

As there are many primary highways through cities which have no full width pavement with curbs, I cannot recommend a high priority for the work in North Bend. It should be kept in mind when future programs for improvement of existing highways within cities are under consideration.

Very truly yours,

W. C. Williams
Acting State Highway Engineer

[redacted]
cc Mr. S. H. Probert
Mr. John W. Cattrall

RECEIVED
JUL 8 1952

NOTED
J. W. CATTRALL

Salem, Oregon
July 3, 1952

NOTED
Harold C. Ayers

Mr. W. C. Williams
OFFICE

NOTED
J. F. HAGEMANN

Attached are copies of an exchange of correspondence between Mr. R. J. Herrington, North Bend City Engineer, and myself.

In summarizing the contents of this correspondence, the City of North Bend is endeavoring to improve cross-streets that intersect Cape Arago State Secondary Highway No. 240. The city is endeavoring to place curbs and pave these streets; however, they are meeting opposition from the property owners as the streets would connect to a main artery that does not have curbs. Mr. Herrington was instructd by the City Council to contact the Highway Department to determine what could be done in the way of a project improving Virginia Avenue from McPherson to Broadway and Broadway from Virginia Avenue south to a point near Dead Mans curve. I have shown these two streets in red on the attached map. I drove over these streets with Mr. Herrington recently and made no commitments other than to inform him that the State does not build sidewalks as this is a property owners obligation. Total distance involved is 1.65 miles. I have not made an estimate as to cost as I believe that an engineering study should be made to determine the type of improvement needed, if any. The Traffic Department informs me that they do not have any traffic data for this section within the City of North Bend.

John W. Cattrall
Engineer, County and City Relations

JWC:[illegible]
Att.

NOTED
J. W. CATTRALL

May 29, 1952

Mr. R. J. Harrington
City Engineer
North Bend, Oregon

Dear Mr. Harrington:

I expect to be in North Bend the afternoon and evening of Wednesday, June 4, and will be glad to discuss the improvements on Virginia and Broadway Streets as set forth in your recent letter.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

John W. Cattrall
Engineer, County and City Relations

JWC:MM

Office of
City Engineer

CITY OF NORTH BEND

North Bend, Oregon

May 19, 1952

Mr. John W. Cattrall
Engineer, County and City Relations
Oregon State Highway Department
Salem, Oregon

Dear Sir:

In answer to your letter of May 5th. regarding the proposed improvements on Virginia Street and Broadway Street in North Bend, the following is what the city would like to have done:

(1) Curbs on both streets. On Virginia from Meade Street to Broadway and on Broadway from Virginia south to Deadman's curve.

(2) Streets paved from curb to curb. This will probably mean an additional width added to what is all ready paved.

As this is a highway to Empire and south, the city feels that perhaps the improvements could be the joint venture between the State, the City and the benefitted property holders. The City is trying to encourage curbs in the areas immediately adjacent to these highways. It is difficult, however, to have people put curbs on streets that run into a main artery that does not have them.

Any angle you can suggest they will help accomplish the above project will certainly be appreciated.

Very truly yours,

RECEIVED
MAY 20 1952
ENGINEER
COUNTY & CITY RELATIONS

R. J. Herrington

R. J. Herrington,
City Engineer

RJH/hc

P. S. In reading this letter, I note that I have not mentioned sidewalks. This, if possible, should also be included, although curbs have first priority.

R. J. H.

RECEIVED
MAY 20 1952
OREGON
STATE HIGHWAY COMMISSION

NOTED
J. W. CATTRALL

May 5, 1952

Mr. R. J. Herrington
City Engineer
North Bend, Oregon

Dear Sir:

I am replying to your letter of April 25 regarding the improvement of certain streets in the City of North Bend.

It will be appreciated if you could furnish me with a little more information as to the type of improvement that the City has in mind.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

John W. Cattrall
Engineer, County and City Relations

JWC:MM

P.

Office of
City Engineer

CITY OF NORTH BEND

North Bend, Oregon

April 25, 1952

Mr. John Cattrall
Engineer, County and City Relations
Oregon State Highway Department
P. O. Box 30
Salem, Oregon

Dear Sir:

The City of North Bend is interested in improving Virginia Street west from McPherson and Broadway from Virginia south. These streets are maintained by the State.

In a nut shell, is there anything the State Highway Office can offer the City of North Bend to facilitate these improvements?

I am sorry I was not in my office when you were in North Bend a few days ago. Perhaps this letter will get you down here sometime in the near future.

Thank you.

Very truly yours,

R. J. Herrington
R. J. HERRINGTON,
CITY ENGINEER

RECEIVED
APR 27 1952
ENGINEER
COUNTY & [illegible]

RJH/hc

20-1022 Goshen-Cottage Grove Section 1956
of the Pacific Highway.
#4767

RECEIVED
APR [illegible] 1957
FOR FILING

W. C. Williams

W. C. [illegible]

April 17th, 1957

FINAL COST ANALYSIS

| Goshen-Cottage Grove Section<br>Contract No. 4767<br>20-1022 | Pavement Sealing<br>Morse Brothers, Contractors<br>G. L. Decker, Resident Engineer | Pacific Highway<br>Prefix No. 20-1022 |
|---|---|---|

4767

| Item | Quantity | Unit | Unit Bid | Unit Cost | Total Cost | Gross Revenue |
|---|---|---|---|---|---|---|
| Aggregate in Pavement Seal | 1,628 | Cu. Yd. | $ 6.00 | $ 5.64 | $ 9,185.00 | $ 9,768.00 |
| RS-2 Asphalt | 295.93 | Ton | 41.00 | 39.71 | 11,750.39 | 12,133.13 |
| 150-200 Asphalt | 8.27 | " | 41.00 | 36.25 | 299.85 | 339.07 |
| Furnish and Placing Aggregate | 149 | Cu. Yd. | 4.00 | 3.73 | 556.14 | 596.00 |
| PA #1, Extra Moving Costs | 100% | All | 531.65 | 531.65 | 531.65 | 531.65 |
| | | | | | $22,323.03 | $23,367.85 |

| | |
|---|---|
| Gross Revenue | $23,367.85 |
| Total Cost | 22,323.03 |
| Net Profit | $ 1,044.82 |

Net Profit Equals 4.47% of Gross Revenue

## Detail of Cost
Contract #4767

Labor:

| | | |
|---|---|---|
| Labor and Supervision | $ 2,491.25 | |
| Labor Insurance | 219.23 | |
| | | $ 2,710.48 |

Equipment Rentals and Misc. Supplies:

| | | |
|---|---|---|
| Equipment Rental, Owned | $ 1,081.57 | |
| " " , Hired | 50.00 | |
| Truck Rental, Hired Fully-operated | 292.75 | |
| Gas, Oil and Grease | 230.88 | |
| Freight, Asphalt & Move In | 2,003.20 | |
| Fuel Oil (Heating Asphalt) | 45.04 | |
| Bond | 175.25 | |
| Small Tools and Misc. Supplies | 50.00 | |
| Home Office and General Overhead | 400.00 | |
| | | 4,328.69 |

Materials:

| | | | | | |
|---|---|---|---|---|---|
| Aggregate in Pavement Seal | 1,628 | Cu. Yd. | at $4.00 | $ 6,512.00 | |
| RS-2 Asphalt | 295.53 | Ton | " 27.95 | 8,271.24 | |
| 150-200 Asphalt | 8.27 | " | " 24.50 | 202.62 | |
| Furnished Aggregates | 149 | Cu. Yd. | " 2.00 | 298.00 | |
| | | | | | 15,283.86 |

Total Cost . . . . . . . . . . . . . . . . . . . . . . $22,323.03

Remarks:

This was a "State Project" consisting of the construction of 14.07 miles of pavement seal, involving 1,628 cubic yards of aggregates and 295.93 tons of asphalt, and the construction of 0.17 mile of oil mat wearing surface, Type O-11, involving 149 cubic yards of aggregates and 8.27 tons of asphalt.

This project was bid and awarded July 13th, 1956. Work started Thursday, August 23rd, after 14 days of the allotted 30 workdays had elapsed. Project was completed September 6th, 1956.

A special request and price agreement for the sum of $531.65 was made with the contractor to discontinue work for F. L. Somers and George Stacy, Contract No. 4186, in order to seal Contract No. 4767 before opening highway to traffic on August 31st, 1956.

The project was finished well within the allotted time, with 6 workdays remaining.

Aggregates for this project were produced by Cottage Grove Sand & Gravel Co. of Cottage Grove.

A good profit was made by Morse Brothers because of fair weather and no loss of time in completing the project.

M. N. Juve
Chief Cost Analyst

By . . Gordon K. Hanson

RECEIVED
DEC 5 1956
FOR FILING
20-1022
4767

Files

OREGON STATE HIGHWAY DEPARTMENT
(date)
November 29, 1956

| | | | |
|---|---|---|---|
| (CONTRACT NO.) | (EST. NO.) | (CONTRACTOR) | |
| 4767 | 3-Final | Morse Brothers | |
| (VOUCHER NO.) | (WARRANT NO.) | (AMOUNT) | (DATE) |
| 25548 | H-166683 | $ 701.04 | 11/29/56 |

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

Ruth Rawlings
ACCOUNTING DIVISION

Specified completion Date: 30 Workdays from 8-1-56

Time Extensions: None

Completion Date: Sept. 6, 1956

Date Accepted: Sept. 27, 1956

Penalties: None of record

Claims: None of record

Remarks:

Date: 11-30-56

To the Accounting Division:

Release of the above warrant is hereby authorized

H. B. Glaisyer
Secretary

By Floyd Query
Ass't. Secretary

Warrant Mailed: NOV 30 1956

Ruth Rawlings

NOTED ON CARD
JJ

RECEIVED
NOV 19 1956
FOR FILING
22-[illegible]
4767

November 16, 1956

CERTIFIED MAIL

American Surety Company
David A. Lewis, Ass't. Mgr.,
725 Yeon Bldg.,
Portland 4, Oregon

Dear Sir:

State Highway contract No. 4767 for work performed on the Goshen-Cottage Grove Section of the Pacific Highway in Lane County was completed by the contractor, Morse Bros., on September 6, 1956, and was formally accepted by the Highway Commission on September 27, 1956.

Final payment in the amount of $701.04 will be released to the contractor on or after November 26, 1956. The total contract amount is $23,367.85, and no force account work was performed on the project.

The State is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the State assumes no responsibility for such claims should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor on this project.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

ds

cc: American Surety Company
Vern Reeves
393 Main Street
Lebanon, Oregon

Posted on card
DC

RECEIVED
OCT 26 1956
FOR FILING

| |
|---|
| [illegible] |
| |
| 4767 |

October 25, 1956

CERTIFIED MAIL

American Surety Co. of New York
David A. Lewis, Ass't Mgr.
725 Yeon Bldg.
Portland 4, Oregon

Gentlemen:

The State Highway Commission is prepared to release semi-final payment to Morse Brothers on contract No. 4767, covering Pavement Sealing on the Goshen-Cottage Grove Section of the Pacific Highway in Lane County. This payment, in the amount of $1,331.21 will be released to contractor on or after November 5, 1956. The retained percentage is $701.04.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

Very truly yours

H. B. Glaisyer, Secretary
OREGON STATE HIGHWAY COMMISSION

By________________________
Floyd Query, Assistant Secretary

FH

cc - American Surety Company of New York
Vern Reeves
393 Main St.
Lebanon, Oregon

NOTED ON CARD
10-25-56

Form E-1—10M—6-56

OREGON STATE HIGHWAY DEPARTMENT

# Field Engineer's Weekly Report

No. 7

20-1022

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending October 6, 1956

Section Goshen-Cottage Grove

Highway Pacific

Contractor Morse Bros.

Date of contract July 13, 1956

Date work started August 23, 1956

Project authorization $ 22,509.00

Exclusive of Engineering $ 20,908.36

Kind of work Pavement Seal

Section prefix 20-1022

Contract number 4767

Date of completion 30 Workdays Beginning Aug 1, 1956

XXXXXXX Estimated date of completion September 6, 1956

Per cent of time elapsed 80 (24 days) %

Estimated cost of completed project, exclusive of engineering $ 23,367.85

Estimated per cent overrun ~~or underrun~~ 9.53 %

Per cent of contract completed, based on total contract price 100 %

Engineering authorization $ 1,600.64

Engineering cost to date $ 1,286.97, 80.4 %

Date project was completed September 6, 1956

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Semi-final Estimate completed and mailed to Division Office on October 5, 1956.

This is Final Report.

Job inspection by L. R. Chandler, Ass't Div. Engr. on October 2, 1956

NOTED
W. T. WRIGHT

Noted
M. N. Juve

NOTED
FORREST COOPER

NOTED
L. H. Young

RECEIVED
OCT [illegible] 1956
CONST[illegible]

Signed G. L. Decker

Address Cottage Grove

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

State Printing 98633

Pavement Seal 0-11

| | ~~GRADING~~ | SURFACING | MAINTENANCE MATERIALS | OIL AND BITUMINOUS MACADAM | PAVING |
|---|---|---|---|---|---|
| Miles in project | 14.07 | | | 0.17 | |
| Miles partially completed | 14.07 | | | 0.17 | |
| Miles completed | 14.07 | | | 0.17 | |
| Total estimated quantities (contract) | 1,300 cu.yds | | | 100 cu. yds. | |
| Total quantities corrected to date | 1,628 | | | 149 | |
| Estimated quantities moved or placed to date | 1,628 | | | 149 | |
| Average daily quantities | Job completed September 6, 1956 | | | | |
| Average daily quantities necessary to complete project on time | | | | | |
| Number shifts per day | | | | | |
| Hours per shift | | | | | |
| Average force on project for week | | | | | |

Men

Supervision

Men and trucks under 8 tons

Men and trucks over 3 tons

Men and tractors

Equipment used during week: Shovels .........., Power graders .........., Rollers .........., Mixers .........., Crushing or screening plants ..........

Compressors .........., Bulldozers .........., Compaction rollers .........., . . . . .........., . . . . .........., . . . . ..........

| | WEATHER | HRS. DELAY | CAUSE OF DELAY |
|---|---|---|---|
| Sunday | Fair | | |
| Monday | All | | |
| Tuesday | Week | | |
| Wednesday | | | |
| Thursday | | | |
| Friday | | | |
| Saturday | | | |

A

RECEIVED
AUG 22 1956
FOR FILING
20-1022

4767

August 22, 1956

Morse Bros.
P. O. Box 117
Harrisburg, Oregon

Gentlemen:

We enclose herewith for your files a fully executed copy of contract No. 4767, which was awarded to you by the State Highway Commission on July 13, covering the Goshen-Cottage Grove Pavement Sealing Project on the Pacific Highway in Lane County.

We are also sending a copy of this contract to the surety on your performance bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encl.

RECEIVED
AUG 17 1956
FOR FILING

*file*

FORM 230—50M—11-55—90224

20-1022

4767

6544

## OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
July 25th, 1956

**SUBJECT:** Goshen-Cottage Grove Section
Pacific Highway

**To:** Mr. W. C. Williams
Deputy State Highway Engineer
Office

[illegible]
W. C. WILLIAMS

Reference is made to your Assignment #6544 which had to do with a complaint of Mr. John Stalder re a drainage situation in his vehicular underpass.

We have investigated the situation complained of and have found it to be substantially true as reported by Stalder and propose to correct the same by the installation of a perforated pipe and the construction of a 6-inch thick asphaltic concrete pavement in the bottom of the vehicular underpass. Instructions have been given in the field to accomplish this.

Forrest Cooper
Construction Engineer

By *L. H. Young*
L. H. Young
Ass't. Construction Engineer

LHY:AR

RECEIVED
JUL 26 1956
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
JUL 24 1956
FOR FILING

FORM 230—50M—11-53—90224

| |
|---|
| 21-1022 |
| |
| 4767 |

**OREGON STATE HIGHWAY DEPARTMENT**

**INTER-DEPARTMENT CORRESPONDENCE**

Salem, Oregon
June 25, 1956

**SUBJECT:** Goshen-Cottage Grove Section
Pacific Highway

**To:**

Mr. W. C. Williams
Deputy State Highway Engineer

Office

NOTED
W. C. WILLIAMS

With reference to your assignment #6544, having to do with John Stalder's complaint regarding water standing in his underpass, I wish to advise that we contacted Mr. Stalder and told him that we will reinforce that part of the roadway outside of the underpass where it is soft. We further advised him that in this underpass, which has no bottom floor, due to the level of the water table, in order to stabilize the roadway it would be necessary to cut the vertical clearance from 11 feet to 10 feet with additional base rock and 2 inches of asphaltic concrete.

Mr. Stalder was given his choice in the matter. He is considering this and will advise us as to his decision.

This office will keep you advised as to final decision in the matter.

L. H. Young

L. H. Young
Ass't Construction Engineer

LHY:ep

RECEIVED
JUN 25 1956
OFFICE OF
STATE HIGHWAY ENGINEER

1

A

Rou 1 Box 742
Cottage Grove, Ore
May 28, 1956

Mr. R. H. Baldock
Highway Department,
Salem, Oregon.

RECEIVED
MAY 29 1956
OFFICE OF
STATE HIGHWAY ENGINEER

PLEASE RETURN TO
W. C. WILLIAMS

W. C. WILLIAMS

Dear Mr. Baldock.

The relocated highway 99 goes across our farm. In order to get to the County road we have an underpass. It has water in the bottom all the time and no matter how much I grade it with the blade on the tractor, it is always rough and soft.

I have been to the highway office in Cottage Grove a number of times about it and they say they do not have the authority to do any more to it.

I have just been talking to two of the engineers on the job and they both agree it will never be any better unless it is surfaced and suggested that I write to you immediately so it could be taken care of while the paving crew is right here.

We always kept our drive way up in good shape and it is surely aggravating to have it like this.

Sincerely yours,

John Stalder

RECEIVED
JUL 17 1956
FOR FILING

20-16 . 2

47-1

July 16, 1956

Morse Bros.
Harrisburg, Oregon

Gentlemen:

The State Highway Commission on July 13, 1956 awarded to you State Highway Contract No. 4767 for pavement sealing and oiling of the Goshen-Cottage Grove Section of the Pacific Highway in Lane County.

This award was based on your bid of $20,008.00 which was the low bid submitted to the Commission on that day for this project. Contract forms will be sent to you for execution within the next few days.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

blm

cc: Forrest Cooper
S. H. Probert
R. G. Savage, SIAC

124-1014 Installation of traffic signals on Silver Creek Falls Highway in Salem. 1956

#4768

124-1014 Installation of traffic signals on Silver Creek Falls Highway in Salem. 1956
#4768

RECEIVED
JAN 29 1957
FOR FILING
124-1014

OREGON STATE HIGHWAY DEPARTMENT
(date)
January 16, 1957

| | | | |
|---|---|---|---|
| ~~(CONTRACT NO.)~~ | (EST. NO.) | (CONTRACT0R) | |
| ~~4768~~ | 2 Final | Trowbridge Electric Co. | |
| (VOUCHER NO.) | (WARRANT NO.) | (AMOUNT) | (DATE) |
| 559 | H170647 | $ 1,945.75 | 1/16/57 |

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

F. Cole
ACCOUNTING DIVISION

---

Specified completion Date: 70 Workdays from 7-23-56

Time Extensions: None

Completion Date: Dec. 20, 1956

Date Accepted: Jan. 22, 1957

Penalties: None of record

Claims: None of record

Remarks:

---

Date: 1-25-57

To the Accounting Division:

Release of the above warrant is hereby authorized

H. B. Glaisyer
Secretary

Warrant Mailed: 25 1957

NOTED ON CARD
gl

RECEIVED
JAN 8 - 1957
FOR FILING
124-1014

January 8, 1957

**CERTIFIED MAIL**

Saint Paul-Mercury Indemnity Co.
Northwest Branch Office
Mills Bldg.
San Francisco 6, Calif.

Gentlemen:

State Highway Contract No. 4768 for installing traffic signal on the State St.-Capitol St. (Salem) Section of the Silver Creek Falls Highway in Marion County was completed by the contractor, Trowbridge Electric Company, on December 20, 1956 but has not as yet been accepted by the Commission.

Final payment in the amount of $1,945.75 will be released to the contractor after acceptance by the Highway Commission. The total contract amount is $15,549.75 and no force account work was performed on the project.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Ken Bailey Insurance Agency
Pacific Bldg.
Roseburg, Oregon

NOTED ON CARD

RECEIVED
JAN 8 - 1957
FOR FILING
124-1014

January 8, 1957

**CERTIFIED MAIL**

Saint Paul-Mercury Indemnity Co.
Northwest Branch Office
Mills Bldg.
San Francisco 6, Calif.

Gentlemen:

State Highway Contract No. 4768 for installing traffic signal on the State St.-Capitol St. (Salem) Section of the Silver Creek Falls Highway in Marion County was completed by the contractor, Trowbridge Electric Company, on December 20, 1956 but has not as yet been accepted by the Commission.

Final payment in the amount of $1,945.75 will be released to the contractor after acceptance by the Highway Commission. The total contract amount is $15,549.75 and no force account work was performed on the project.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Ken Bailey Insurance Agency
Pacific Bldg.
Roseburg, Oregon

NOTED ON CARD

A

RECEIVED
AUG 14 1956
FOR FILING

124-1614

4768

August 13, 1956

Trowbridge Electric Company
622 S. E. Jackson St.
Roseburg, Oregon

Gentlemen:

We enclose herewith for your files a fully executed copy of contract No. 4768, which was awarded to you by the State Highway Commission on July 13, for traffic signal installation on the State Street-Capitol Street, Salem Section of the Silver Creek Falls Highway in Marion County.

We are also sending a copy of this contract to the surety on your performance bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encl.

RECEIVED
AUG 14 1956
FOR FILING

124-1614

4768

August 13, 1956

Trowbridge Electric Company
622 S. E. Jackson St.
Roseburg, Oregon

Gentlemen:

We enclose herewith for your files a fully executed copy of contract No. 4768, which was awarded to you by the State Highway Commission on July 13, for traffic signal installation on the State Street-Capitol Street, Salem Section of the Silver Creek Falls Highway in Marion County.

We are also sending a copy of this contract to the surety on your performance bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encl.

4

RECEIVED
JUL 17 1956
FOR FILING

124-1014

[illegible]

July 16, 1956

[illegible] Electric Co.
[illegible]
Woodburn, Oregon

Gentlemen:

The State Highway Commission on July 13, 1956, awarded to you State Highway Contract No. [illegible] for installation of traffic signals on Silver Creek Falls Highway in Salem in Marion County.

This award was based on your bid of $[illegible] which was the low bid submitted to the Commission on that day for this project. Contract forms will be sent to you for execution within the next few days.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

[illegible]

cc: Messrs. Forrest Cooper
[illegible]
[illegible] - [illegible]
D. H. Stephenson

RECEIVED
[illegible] 1956
FOR FILING
FORM E-30X—50,000—10-54—79484

124-1014

4768

**OREGON STATE HIGHWAY DEPARTMENT**
INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
February 1, 1956

SUBJECT: Traffic Signal Installations
Salem

Agenda Item 3.g

NOTED
W. C. WILLIAMS

To: W. [illegible]. Johnson
Traffic Control Engineer
Office

The State Highway Commission at its meeting of January 26-27 approved Agenda Item 3.g, a portion of which involves the installation of three traffic signals at the intersections of Union and Capitol, 12th Street and Center, and 12th Street and State in the city of Salem.

Work incident to the installation of these signals and inter-tying them to the railroad will cost some $13,500. Will you kindly prepare plans looking to letting these installations to contract so that their completion will be coordinated to the widening of 12th Street and other work related thereto.

It is presumed that Mr. Cooper will prepare the master agreement between the City and State, and will include therein the installation of traffic signals and railroad grade crossing signals. It is also further understood that the cost of these signals ($13,500) will be charged against the over-all project rather than to Minor Betterment.

F. B. Crandall

F. B. Crandall
Traffic Engineer

JAH:njs
cc: W. C. Williams
S. H. Probert
P. M. Stephenson
Forrest Cooper

RECEIVED
FEB 1 1956
OFFICE OF
STATE HIGHWAY ENGINEER

26-1074 Installation of traffic signals and roadway illumination on Mt. Hood Highway. 1956

#4769

FORM E-123X 50M 9-64

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

RECEIVED
SEP 10 1965
FILING

26-7024

September 8, 1965

Mr. P. C. Northrop
Multnomah County Roadmaster
2115 S. E. Morrison Street
Portland, Oregon 97214

Dear Mr. Northrop:

On June 10, 1965, Mr. Tom Edwards, Assistant State Highway Engineer, advised you by letter that the electric energy used by the signals and luminaries at the intersection of the Mt. Hood Highway and the East Burnside Street extension east of Gresham had been paid for by the Oregon State Highway Department.

Under terms of the agreement dated July 3, 1956, entered into by the State Highway Commission and the Multnomah Board of Commissioners, the County was to pay for all electric energy used at this intersection.

On June 15 you advised us that you had made arrangements with the Portland General Electric Company to submit future billings for this account to Multnomah County.

On June 24 we mailed you our invoice No. 84926 in the amount of $7,004.96 covering the cost of electric energy at this intersection from November 22, 1956, through May 11, 1965. We would appreciate it if you would advise us when we may expect reimbursement in this amount.

Very truly yours,

Forrest Cooper
State Highway Engineer

By:
C. H. Maison
Controller

NOTED
TOM EDWARDS

CHM:jc

cc: Tom Edwards
J. G. Herr

RECEIVED
SEP 8 1965
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
APR - 1957
FOR FILING

OREGON STATE HIGHWAY DEPARTMENT
(date)
~~March 22, 1957~~

| | | |
|---|---|---|
| (CONTRACT NO.) 33-7074 | (EST. NO.) | (CONTRACTOR) |
| 4769 | 4-Final | W.R. Grasle Co. |

| | | | |
|---|---|---|---|
| (VOUCHER NO.) | (WARRANT NO.) | (AMOUNT) | (DATE) |
| 6271 | H-176607 | $ 2,2[illegible]3.25 | 3/22/57 |

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

Ruth Rawlings
ACCOUNTING DIVISION

Specified completion Date: 70 Workdays from 7-23-56

Time Extensions: None

Completion Date: March 5, 1957

Date Accepted: March 28, 1957

Penalties: None of record

Claims: None of record

Remarks:

Date: 4-3-57

To the Accounting Division:

Release of the above warrant is hereby authorized

H B Glaisyer
H. B. Glaisyer
Secretary

Warrant Mailed: APR 3 1957
Ruth Rawlings

NOTED ON CARD

RECEIVED
MAR 11 1957
FOR FILING

March 13, 1957

**CERTIFIED MAIL**

General Casualty Company of America
Portland Service Office
209 S. W. Fourth Ave.
Portland 4, Oregon

**Attention:** Mr. G. H. Burnett

Dear Sir:

State Highway Contract No. 4769 covering traffic signal and illumination on the East Burnside Intersection on the Mt. Hood Highway in Multnomah County was completed by the contractor, W. R. Grasle Company, on March 5, 1957 but has not as yet been accepted by the Highway Commission.

Final payment in the amount of $2,283.25 will be paid to the contractor after acceptance by the Commission. The total contract amount is $18,392.00 and no force account work was performed on the project.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

NOTED ON CARD

RECEIVED
AUG 14 1956
FOR FILING

[illegible]
4769

August 13, 1956

W. R. Grasle Company
437 N. W. 16th Ave.
Portland, Oregon

Gentlemen:

We enclose herewith for your files two fully executed copues of contracts awarded to you by the State Highway Commission on July 13, as follows:

Contract No. 4769, for traffic signal and illumination on the East Burnside Intersection of the Mt. Hood Highway in Multnomah County.

Contract No. 4771, for illumination installation on the Banks-North Plains Section of the Wilson River Highway in Washington County.

We are also sending copies of these contracts to the surety on your performance bonds.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encls.

RECEIVED
JUL 19 1956
FOR FILING

26 1075

4767

July 19, 1956

Board of County Commissioners
Multnomah County Court House
1021 S. W. 4th
Portland, Oregon

Gentlemen:

We are enclosing herewith for the records and files of Multnomah County one fully executed copy of an agreement between the State Highway Commission and Multnomah County, covering the installation of traffic signals and illumination at the intersection of the Mt. Hood Highway with Powell Valley Road in Multnomah County.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

rn
Enc. 1

RECEIVED
JUL 26 1956
FOR FILING

26-1074

4767

Salem, Oregon
July 19, 1956

MISC. CONTRACTS and
AGREEMENTS No. 1758

Mr. John W. Cattrall
City & County Relations Engineer
Office

Attached is a conformed copy of an agreement with Multnomah County covering the installation of traffic signals and illumination at the intersection of the Mt. Hood Highway with Powell Valley Road in Multnomah County.

A fully executed copy of the above agreement has been retained in this office for the Commission's files and one fully executed copy has been sent to the Multnomah County Court.

Secretary

rn
Attach: 1

agenda

FORM 230—30M—2-55—52966

# OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
July 9, 1956

**SUBJECT:** Assignment #38

**To:** Mr. G. S. Paxson
OFFICE

Attached are three copies of an agreement covering the installation of traffic signals and illumination at the intersection of the Mt. Hood Highway with Powell Valley Road in Multnomah County.

Two copies of the agreement have been executed by the Court and are now ready for presentation to the Highway Commission.

John D. Graham
John D. Graham
Office Engr., County & City Relations

JDG:mm
Att.

APPROVED
ASST. STATE HIGHWAY ENGINEER
Date July 10, 1956

AUTHORIZED BY HIGHWAY COMMISSION
DATE 4-26-56 Minute Page 50
Secretary

RECEIVED
JUL 9 1956
OFFICE OF
STATE HIGHWAY ENGINEER

ap. 2 copies

A

## ASSIGNMENT

Date: 6/25/56 No. 38 By G.S.P.

Description:

County-State agreement covering traffic signal installation at Mt. Hood Highway and Powell Valley Road.

Acknowledged by_____ Referred to CATTRALL ✓

__Investigate and report with recommendation
__Such action as necessary and report
__Comment or recommendation
__Return with rough draft of reply
__Prepare reply for signature of Mr.________
__Contact correspondent and report

PLEASE RETURN TO
G. S. PAXSON

Remarks:
Check and if okay secure signatures of county officials.

Executed 7-26-56 Report Received________

---

HIGHWAY DEPARTMENT
MENT CORRESPONDENCE

lem, Oregon
une 19, 1956

SUBJECT: Traffic signal installation at Mt. Hood Highway and Powell Valley Road

r

) backed copies of a State-County
als and illumination installation
Hood Highway with Powell Valley

(7) copies have attached exhibits.
ined from the County-City Relations

C. W. ENFIELD
Chief Counsel

By William A. Mansfield
WILLIAM A. MANSFIELD
Assistant Attorney

WAM:br
Att: (8)

RECEIVED
JUN 25 1956
OFFICE OF
STATE HIGHWAY ENGINEER

FORM 830—12½M—9-55—66209

# OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
June 19, 1956

**SUBJECT:** Traffic signal installation at Mt. Hood Highway and Powell Valley Road

**To:** Mr. G. S. Paxson
Assistant State Highway Engineer
OFFICE

Attached hereto are eight (8) backed copies of a State-County agreement allowing traffic signals and illumination installation at the intersection of the Mt. Hood Highway with Powell Valley Road east of Gresham.

Please note that only seven (7) copies have attached exhibits. Additional exhibits may be obtained from the County-City Relations Division.

C. W. ENFIELD
Chief Counsel

By William A. Mansfield
WILLIAM A. MANSFIELD
Assistant Attorney

WAM:br
Att: (8)

RECEIVED
JUN 25 1956
Office of
STATE HIGHWAY ENGINEER

RECEIVED
JUL 17 1956
FOR FILING

26-[illegible]

July 16, 1956

W. R. Grasle Co.
[illegible] Northwest [illegible] Avenue
Portland, Oregon

Gentlemen:

The State Highway Commission on July 13, 1956, awarded to you State Highway Contract No. [illegible] for installation of traffic signals and roadway illumination on the Mt. Hood Highway in Multnomah County.

This award was based on your bid of $18,556.00 which was the low bid submitted to the Commission on that day for this project. Contract forms will be sent to you for execution within the next few days.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

ED

cc: Messrs. Forrest Cooper
S. H. Probert
R. C. Savage - STAG
P. M. Stephenson

P

RECEIVED
JUN 29 1956
FOR FILING
FORM E-30X—50M—11-55—90226

Cross Referenced To:
District
Traffic S
Channel

26-1024

4769

# OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
June 26, 1956

SUBJECT: State-County Agreement
Traffic Signal & Illumination Installation
Mt. Hood Highway at
Powell Valley Road

To: John W. Cattrall
Engineer, County & City Relations
Office

There are attached eight copies of an agreement covering the installation of traffic signals and luminaire units at the intersection of the Mt. Hood Highway and Powell Valley Road and the East Burnside Street Extension just east of Gresham. These agreements have been checked, found correct and may be submitted to the Board of County Commissioners for their signature.

F. B. Crandall
Traffic Engineer

VPJ:njs
cc: G. S. Paxson (This completes Assignment No. 37)

NOTED
G. S. PAXSON

RECEIVED
JUN 26 1956
TRAFFIC ENGINEER

ASSIGNMENT

ate: June 25, 1956 No. 37 By GSP

Description: County-State agreement covering traffic signal installation at Mt. Hood Highway and Powell Valley Road.

✓

Acknowledged by_____ Referred to CRANDALL

__Investigate and report with recommendation
__Such action as necessary and report
__Comment or recommendation
__Return with rough draft of reply
__Prepare reply for signature of Mr.____
__Contact correspondent and report

PLEASE RETURN TO
G. S. PAXSON

— Remarks:

Please check. If OK send to Mr. Cattrall.

Executed 6-27-56 Report Received________

---

HIGHWAY DEPARTMENT

MENT CORRESPONDENCE

Oregon

, 1956

SUBJECT: Preparation of State-County Agreement
Proposed Traffic Signals and Illumination Installation
Mt. Hood Highway (US26) and Powell Valley Road and East Burnside Street Extended (FAS582)

at its meeting on April 26 and 27, 1956,
c signals and illumination at the inter-
h Powell Valley Road east of Gresham. Will
ate-County agreement. It is believed that
red in the agreement:

Mt. Hood Highway, No. 26, US26.

s that of the Mt. Hood Highway with
Burnside Street (FAS582) extended

It is planned to install a three-phase fully actuated type of traffic signal at this intersection, as shown on the attached plans.

4. The State shall make the installation and in the first instance pay all costs thereof. The final cost shall be shared two-thirds by the State and one-third by Multnomah County.

5. The installation is estimated to cost $18,000.

6. Multnomah County shall pay all power costs and maintain the luminaires. The State shall maintain the traffic control signals.

7. When returning the signed agreements, Multnomah County shall submit their checks for one-third of the estimated cost of the installation.

8. It is agreed between these parties of this contract that at such time as the material installed under this agreement is in need of replacement, the cost of such replacement shall be shared on the same basis as that of the original installation.

RECEIVED
JUN
FOR FILING

FORM E-30X—50M—11-55—90228

**OREGON STATE HIGHWAY DEPARTMENT**

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon

June 8, 1956

NOTED
G. S. PAXSON

To: Mr. C. W. Enfield
Chief Counsel
Office

SUBJECT: Preparation of State-County Agreement
Proposed Traffic Signals and Illumination Installation
Mt. Hood Highway (US26) and Powell Valley Road and East Burnside Street Extended (FAS582)

The State Highway Commission, at its meeting on April 26 and 27, 1956, approved the installation of traffic signals and illumination at the intersection of the Mt. Hood Highway with Powell Valley Road east of Gresham. Will you please prepare the necessary State-County agreement. It is believed that the following points should be covered in the agreement:

1. The highway involved is the Mt. Hood Highway, No. 26, US26.
2. The intersection involved is that of the Mt. Hood Highway with Powell Valley Road and East Burnside Street (FAS582) extended through Gresham.
3. It is planned to install a three-phase fully actuated type of traffic signal at this intersection, as shown on the attached plans.
4. The State shall make the installation and in the first instance pay all costs thereof. The final cost shall be shared two-thirds by the State and one-third by Multnomah County.
5. The installation is estimated to cost $18,000.
6. Multnomah County shall pay all power costs and maintain the luminaires. The State shall maintain the traffic control signals.
7. When returning the signed agreements, Multnomah County shall submit their checks for one-third of the estimated cost of the installation.
8. It is agreed between these parties of this contract that at such time as the material installed under this agreement is in need of replacement, the cost of such replacement shall be shared on the same basis as that of the original installation.

If, after preparation, you will submit the agreements to this office through Mr. Paxson's office, we will check them and care for further processing.

J. Al. Hand
Assistant Traffic Engineer

LWG:kg/ng
Attachments (8)
cc: Mr. O. S. Paxson
Mr. J. W. Cattrall

RECEIVED
JUN 8 1956
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
MAR 5 - 1956
FOR FILING
FORM E-30X—50,000—10-54—79484

Cross Referenced To:

NOTED
W. C. WILLIAMS

OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
March 2, 1956

SUBJECT: Signalization and Illumination
Mt. Hood Highway and Powell
Valley Road

To: Mr. W. C. Williams
Deputy State Highway Engineer
Office

We have developed a plan and estimate therefor for illumination and signalization at the above indicated intersection and it remains now to confer with Multnomah County officials as to manner of implementing the work. The estimated cost totals $18,000; broken down, $11,000 illumination and $7,000 signalization.

There are two possible ways in which this project might be financed:

1. Cooperative State-County arrangement comparable to that which we have with cities wherein the State and the County would share the capital cost 50/50, with the County committed to care for power consumption cost and the State to care for maintenance.

2. Setting the job up for financing through FAS funds with the County to care for power consumption costs and the State to maintain.

On both of the above, we have made a somewhat different split on the maintenance and power consumption costs; this for the reason that the signal contemplated is a rather complicated three-phase fully actuated job and, under the circumstances, it would be much better for us to handle signal maintenance than let the County do it.

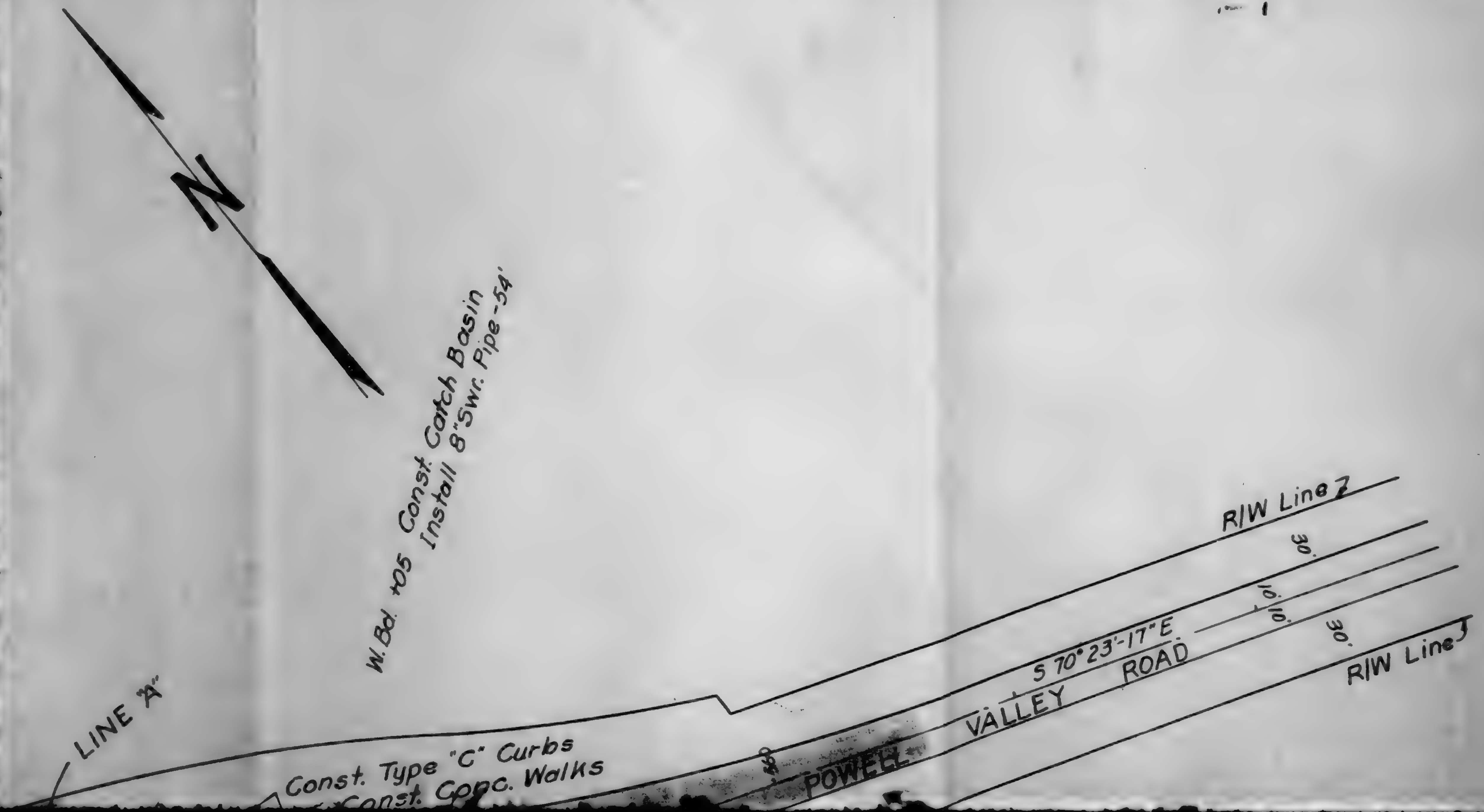
I would like to have your reaction as to the above alternatives before contacting County officials.

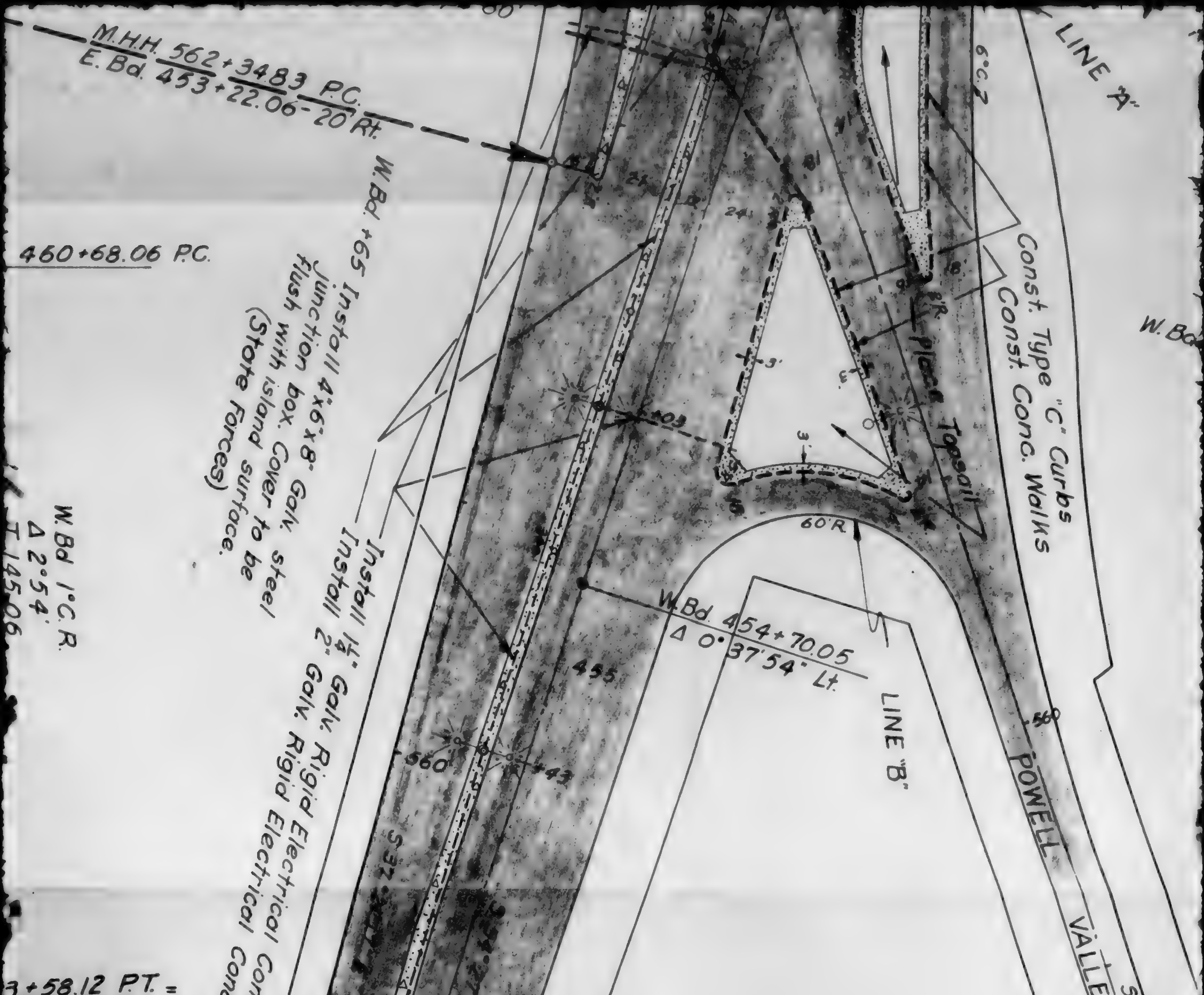
F. B. Crandall
Traffic Engineer

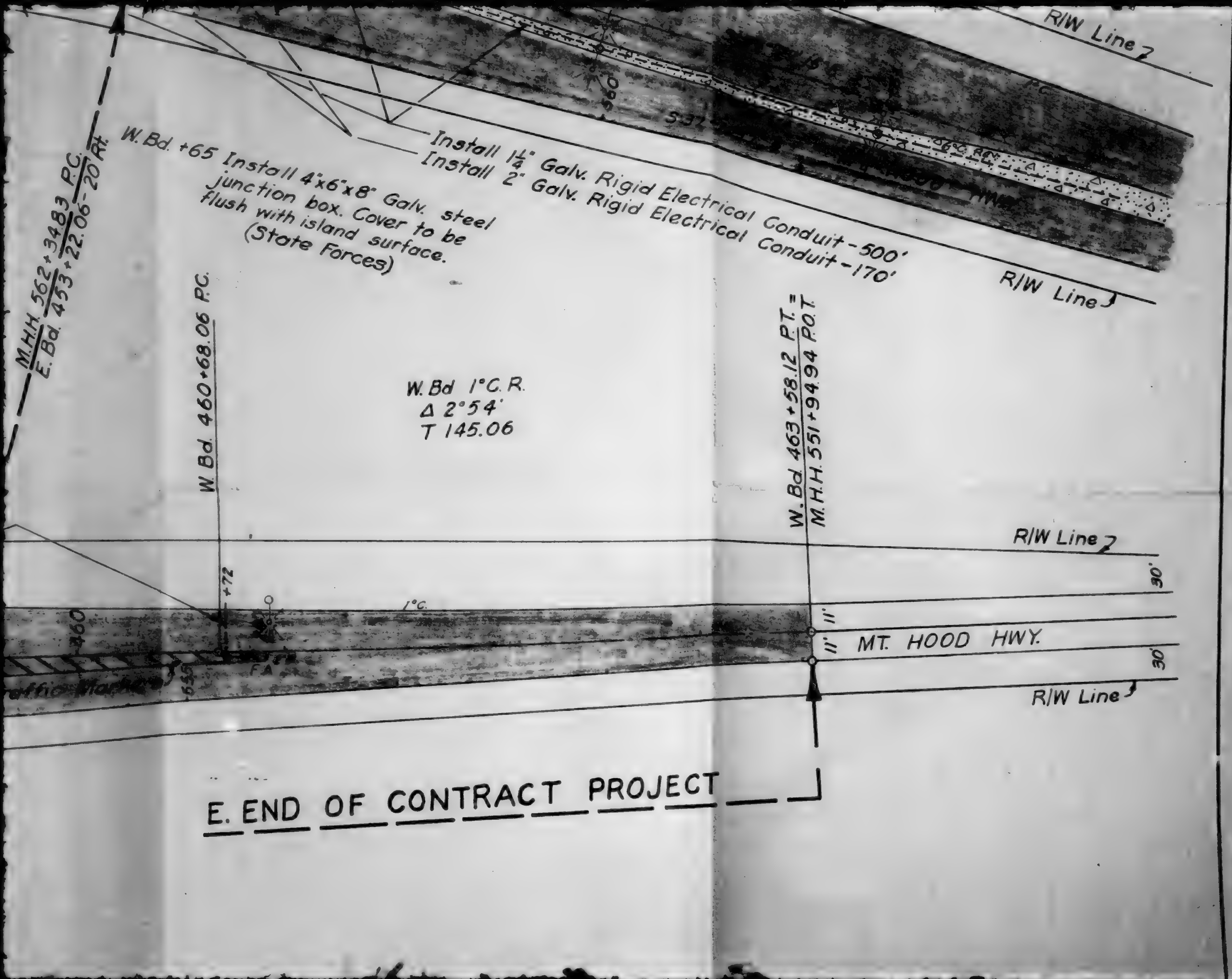
FBC:ng
Attachment
cc: Mr. J. W. Cattrall

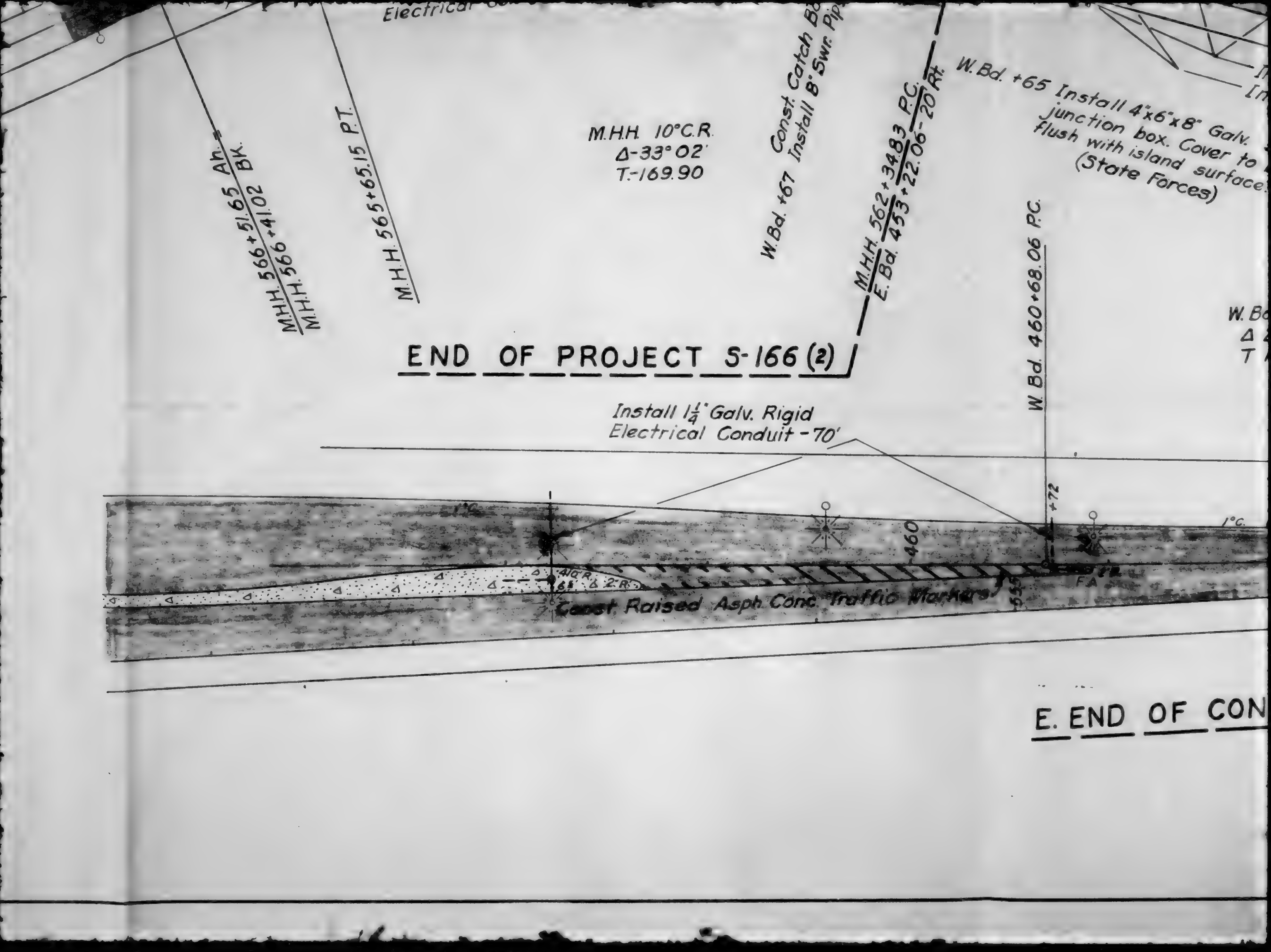
RECEIVED

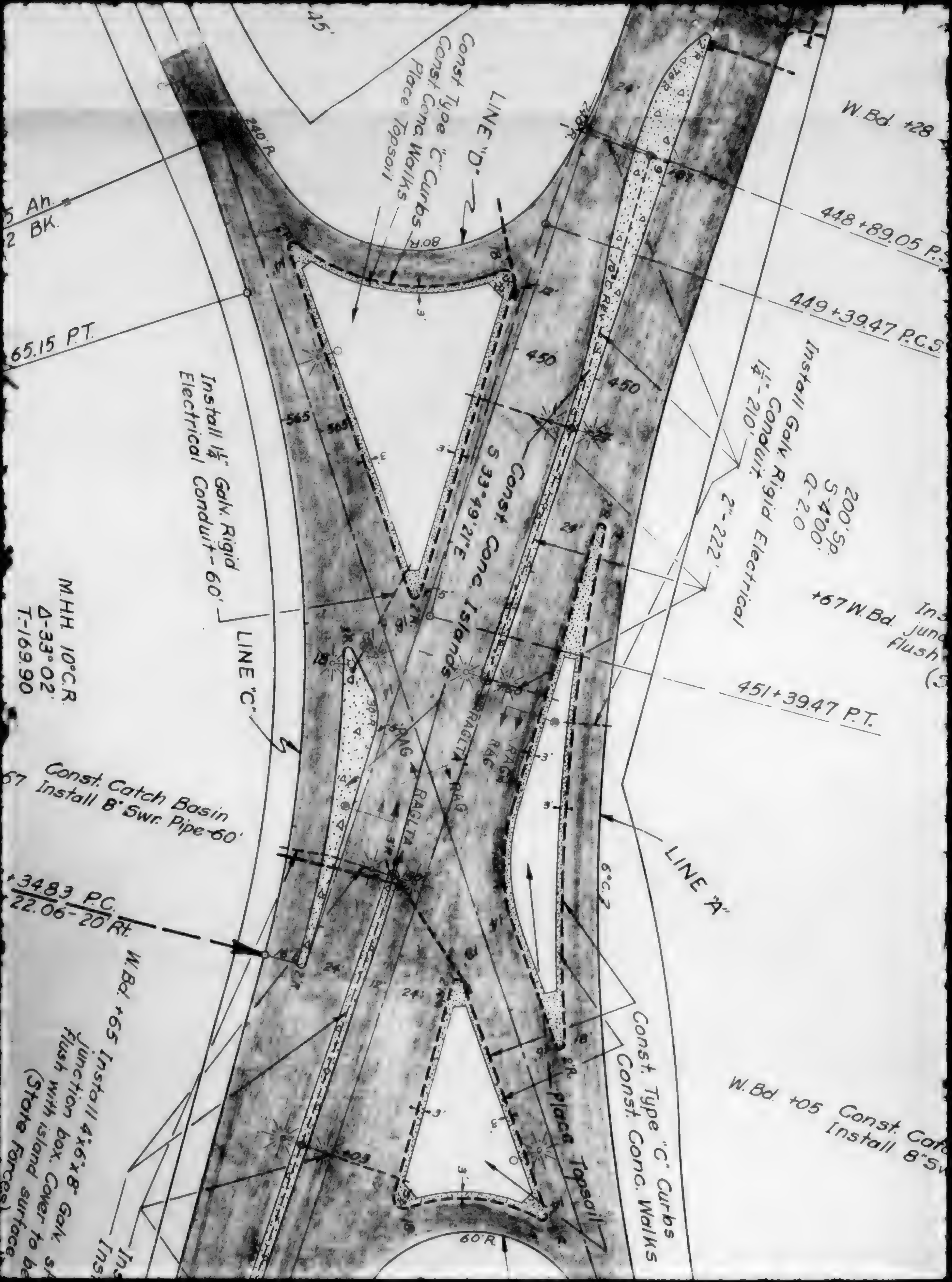
| S.E. STARK ST.-POWELL VALLEY RD. SEC.<br>EAST BURNSIDE ROAD<br>MULTNOMAH COUNTY | | | | SHEET No.<br>4 |
|---|---|---|---|---|
| FED. ROAD Div. No. | STATE | PROJECT NUMBER | FISCAL YEAR | TOTAL SHEETS |
| 8 | OREGON | S-166-(2) | | See Index |



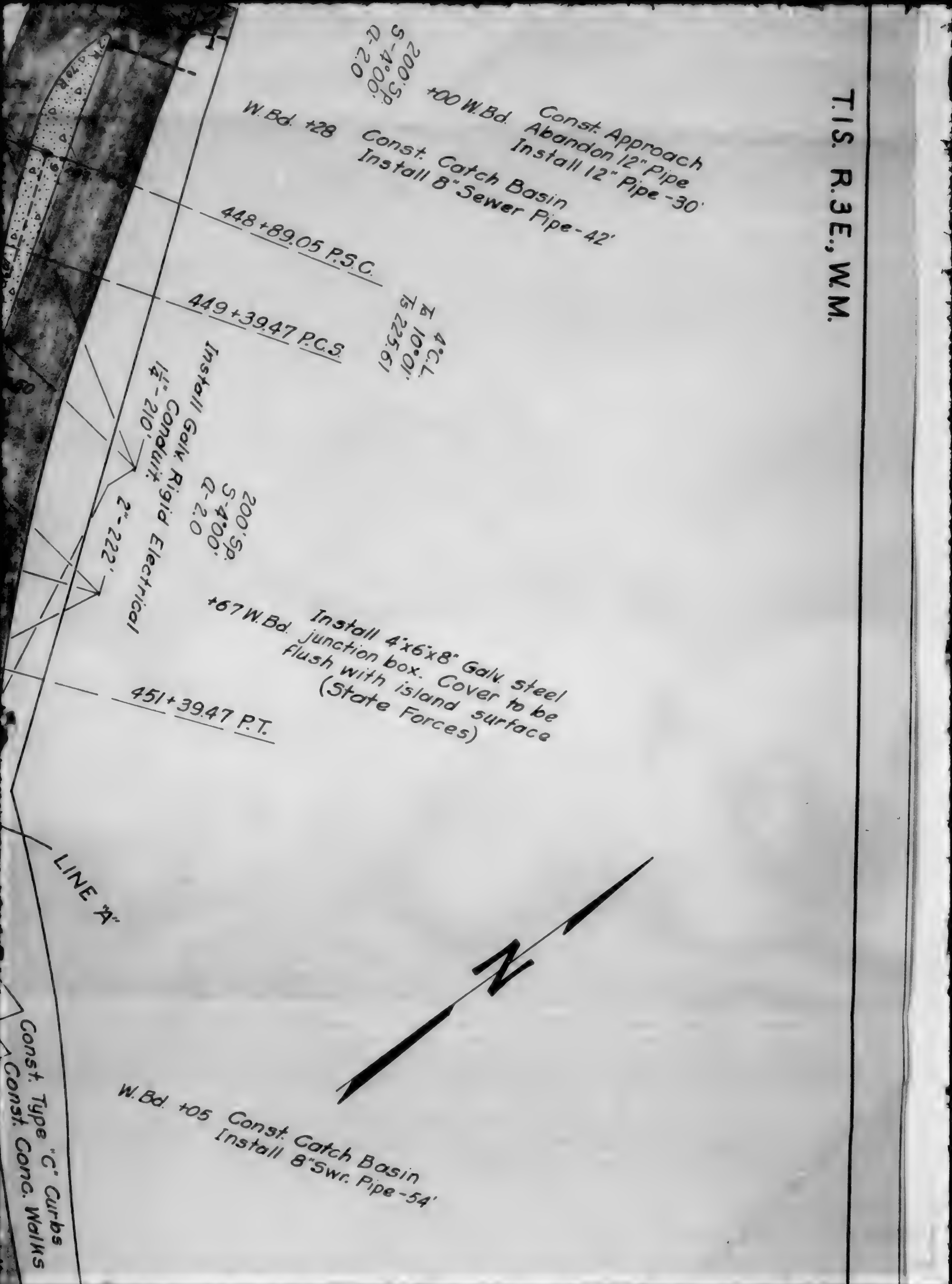

M.H.H. 562+3483 P.C.
E. Bd. 453+22.06-20 Rt.
460+68.06 P.C.
W.Bd. +65 Install 4'x6'x8' Galv. steel
Junction box. Cover to be
flush with island surface.
(State Forces)
Install 1¼" Galv. Rigid Electrical Conduit-500'
Install 2" Galv. Rigid Electrical Conduit-170'
W.Bd 1°C.R.
Δ 2°54'
T 145.06
3+58.12 P.T. =
1+94.94 P.O.T.
LINE "A"
6°C.?
Const. Type "C" Curbs
Const. Conc. Walks
W. Bd
Place Topsoil
8'R.
3'
60'R.
W.Bd. 454+70.05
Δ 0°37'54" Lt.
LINE "B"
455
560
+43
+03
POWELL VALLEY ROAD
S 70°23'17" E
R/W Line
R/W Line
R/W Line
.01
.30

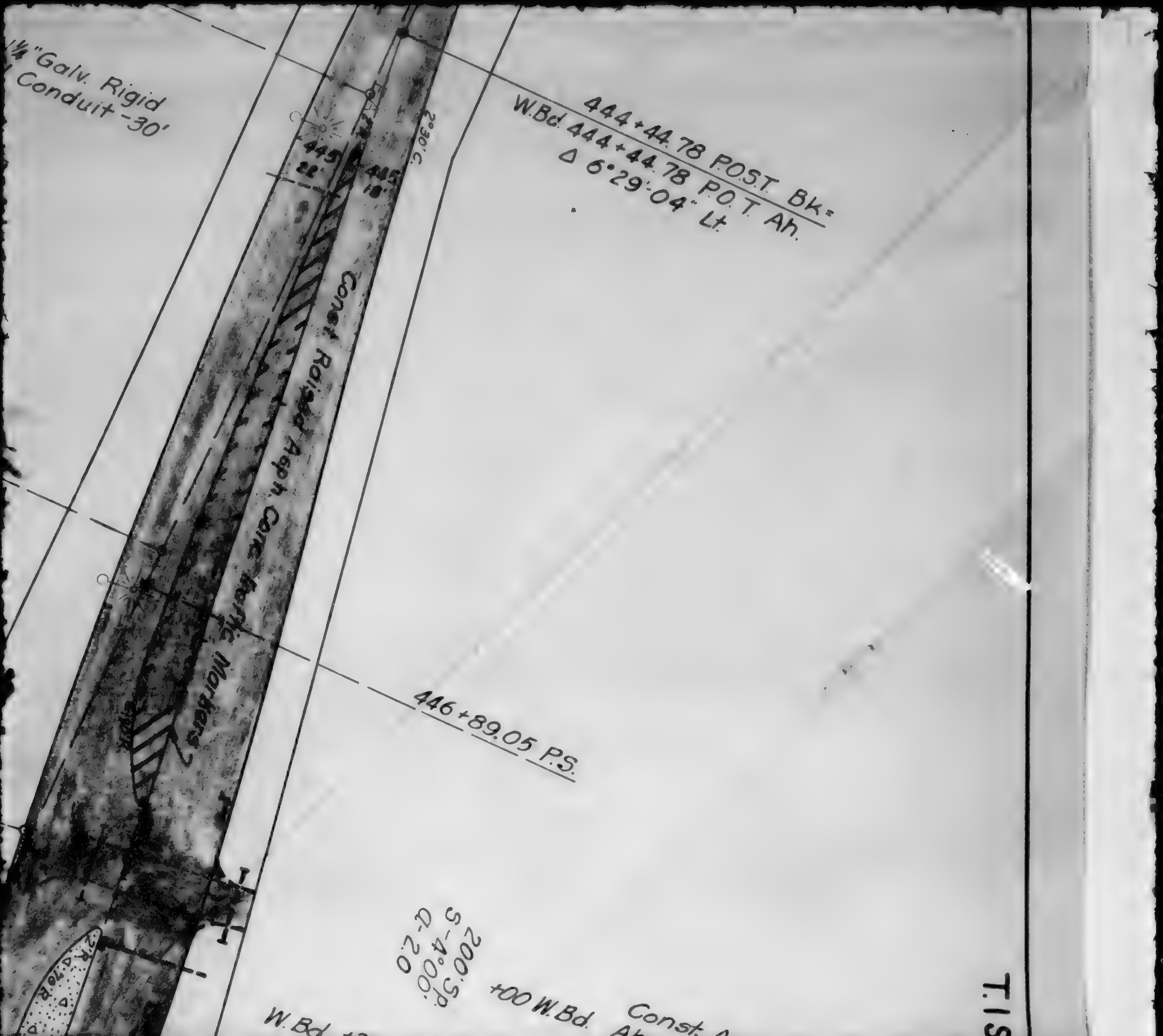

M.H.H. 562+3483 P.C.
E. Bd. 453+22.06-20' Rt.
W. Bd. +65 Install 4"x6"x8" Galv. steel junction box. Cover to be flush with island surface. (State Forces)
Install 1¼" Galv. Rigid Electrical Conduit-500'
Install 2" Galv. Rigid Electrical Conduit-170'
R/W Line
R/W Line
W. Bd. 460+68.06 P.C.
W. Bd 1°C. R.
Δ 2°54'
T 145.06
W. Bd 463+58.12 P.T. =
M.H.H. 551+94.94 P.O.T.
R/W Line
30'
11'
11'
MT. HOOD HWY.
30'
R/W Line
+72
460
555
1°C.
F.A.
Traffic Marker
560
557
P.C.
E. END OF CONTRACT PROJECT

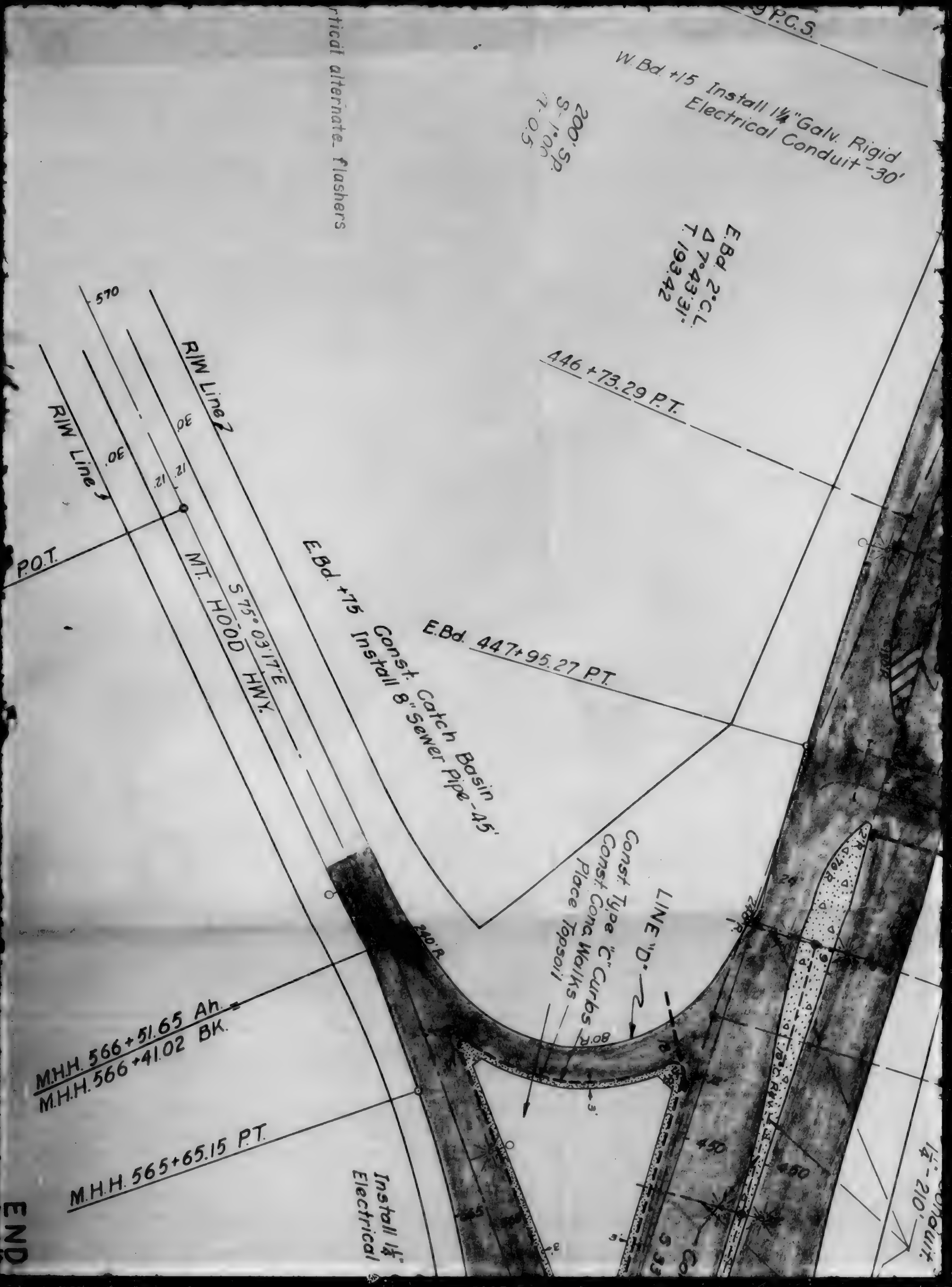

Electrical
M.H.H. 566+51.65 Ah.
M.H.H. 566+41.02 BK.
M.H.H. 565+65.15 P.T.
M.H.H. 10°C.R.
Δ-33°02'
T.-169.90
W.Bd. +67 Install 8" Swr. Pip
Const. Catch Ba
M.H.H. 562+34.83 P.C.
E. Bd. 453+22.06-20 Rt.
W. Bd. +65 Install 4"x6"x8" Galv. junction box. Cover to flush with island surface. (State Forces)
W. Bd. 460+68.06 P.C.
END OF PROJECT S-166 (2)
Install 1¼" Galv. Rigid Electrical Conduit -70'
+72
1°C.
460
4'C.R.
2'R.
Const. Raised Asph. Conc. Traffic Markers
555
F.A.
E. END OF CON



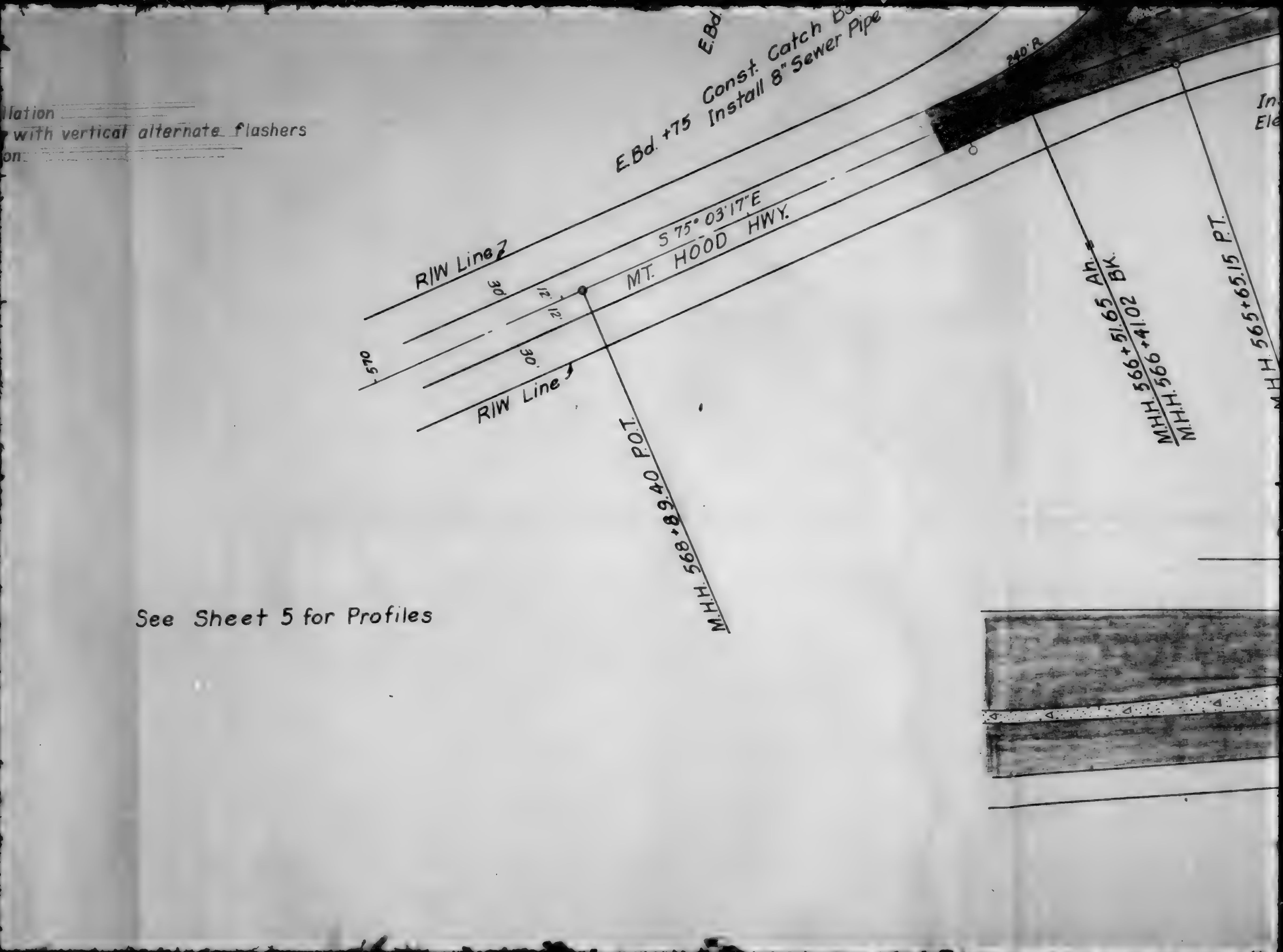
45'
LINE "D"
Const. Type "C" Curbs
Const. Conc. Walks
Place Topsoil
5 Ah.
2 BK.
240'R
80'R
W. Bd. +28
448+89.05 P.S
449+39.47 P.C.S
65.15 P.T.
Install Galv. Rigid Electrical
1¼" Conduit
1¼"-210'
2"-222'
200' Sp.
S-4°00'
Δ-2.0
Install 1¼" Galv. Rigid Electrical Conduit-60'
Const. S 33°49'21"E Conc. Islands
4.50
4.50
5.65
5.65
+67 W. Bd.
Ins
junc
flush
(S
M.H.H. 10°C.R.
Δ-33°02'
T-169.90
LINE "C"
451+39.47 P.T.
RAGLTA
RAG
Const. Catch Basin
67 Install 8" Swr. Pipe-60'
LINE "A"
+34.83 P.C.
22.06-20' Rt.
W. Bd. +65 Install 4'x6'x8' Galv. Junction box. Cover to be flush with island surface (State forces)
Ins
Ins
W. Bd. +05 Const. Cat
Install 8" Sw
Const. Type "C" Curbs
Const. Conc. Walks
Place Topsoil
24'
12'
18'
3'
60'R


T.1S. R.3E., W.M.
Const. Approach
+00 W.Bd. Abandon 12" Pipe
Install 12" Pipe -30'
200' S.P.
S-4°00'
Q-2.0
W.Bd. +28 Const. Catch Basin
Install 8" Sewer Pipe-42'
448+89.05 P.S.C.
449+39.47 P.C.S.
4° C.L.
Δ 10°01'
Ts 225.61
Install Galv. Rigid Electrical
Conduit
1¼"-210'
2"-222'
200' S.P.
S-4°00'
Q-2.0
Install 4"x6"x8" Galv. steel
+67 W.Bd. junction box. Cover to be
flush with island surface
(State Forces)
451+39.47 P.T.
LINE "A"
N
W.Bd. +05 Const. Catch Basin
Install 8" Swr. Pipe-54'
Const. Type "C" Curbs
Const. Conc. Walks


1¼"Galv. Rigid
Conduit-30'
444+44.78 P.O.S.T. Bk=
W.Bd. 444+44.78 P.O.T. Ah.
Δ 6°29'04" Lt.
445
22'
445
18'
Const. Raised Asph. Conc. Traffic Markers
446+89.05 P.S.
200' Sp.
S-4°00'
Q-2.0
+00 W.Bd.
Const. Approach
Abandon 12" Pipe
Install 12" Pipe-30'
W. Bd. +28
Const. Catch Basin
Install 8" Sewer Pipe-42'
448+89.05 P.S.C.
449+39.47 P.C.S.
4° C.L.
Δ 10°01'
T 225.61
Install Galv. Rigid Ele
1¼"-210' Conduit
2"-222
200' Sp.
S-4°00'
Q-2.0
T.1S. R.3E., W.M.

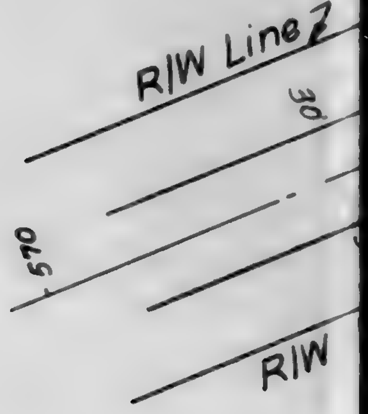


g P.C.S.
W.Bd. +15 Install 1¼" Galv. Rigid Electrical Conduit -30'
200' S.P.
S-1.00
T-0.5
rtical alternate flashers
E.Bd. 2° C.L.
Δ 7°43'31"
T. 193.42
446+73.29 P.T.
570
R/W Line 2
R/W Line 3
30'
30'
12'
12'
P.O.T.
S 75° 03' 17" E
MT. HOOD HWY.
E.Bd. +75 Install 8" Sewer Pipe -45'
Const. Catch Basin
E.Bd. 447+95.27 P.T.
LINE "D"
Const. Type "C" Curbs
Const. Conc. Walks
Place Topsoil
250' R
80' R
24
450
450
M.H.H. 566+51.65 Ah.
M.H.H. 566+41.02 BK.
M.H.H. 565+65.15 P.T.
Install 1¼" Electrical
1¼"-210'
onduit
END


llation
with vertical alternate flashers
on
E.Bd.
E.Bd. +75 Const. Catch B
Install 8" Sewer Pipe
240' R.
In
Ele
R/W Line
30'
12'
12'
30'
570
S 75° 03' 17" E
MT. HOOD HWY.
R/W Line
M.H.H. 568+89.40 P.O.T.
M.H.H. 566+51.65 Ah. =
M.H.H. 566+41.02 BK.
M.H.H. 565+65.15 P.T.
See Sheet 5 for Profiles

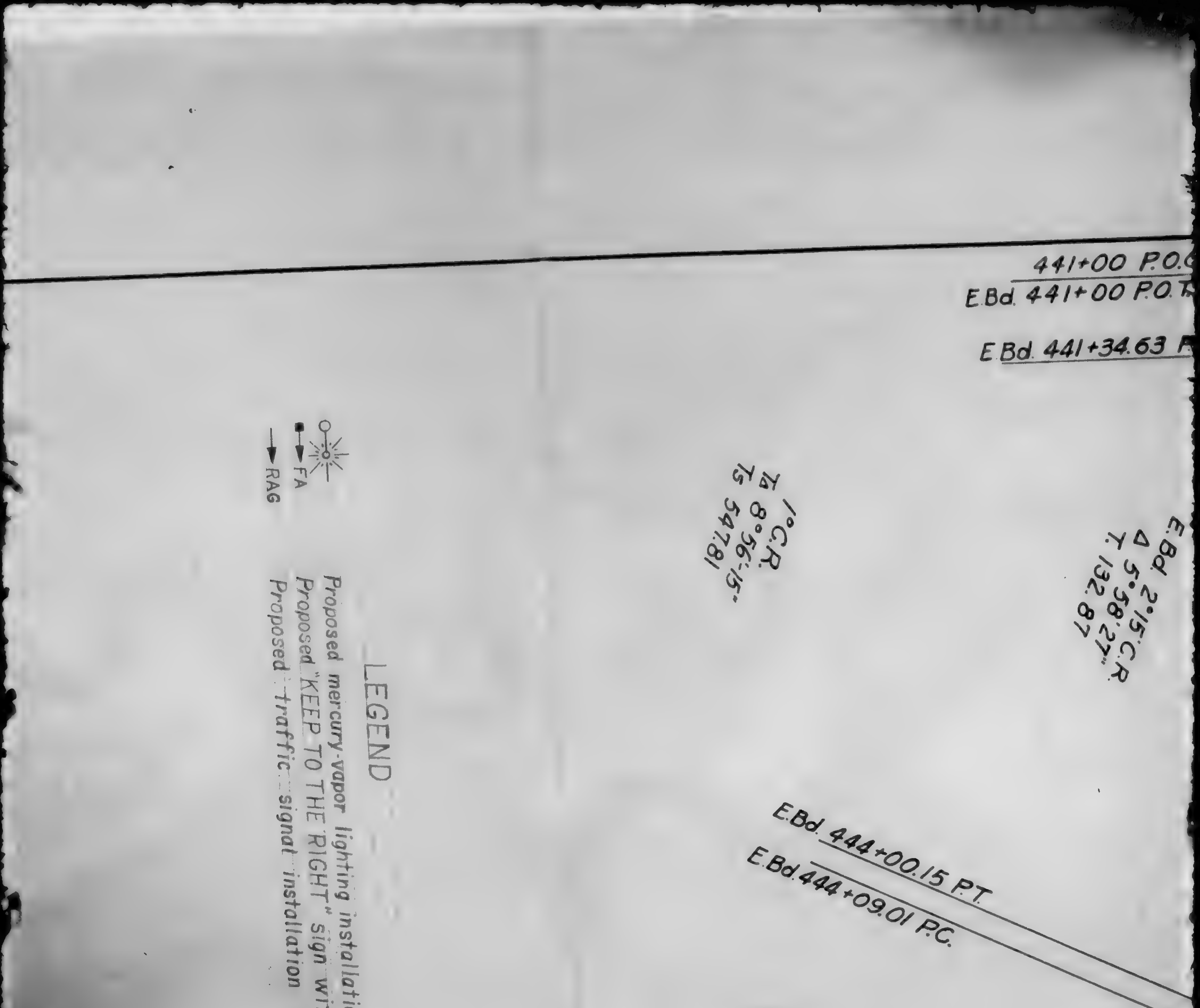
## LEGEND

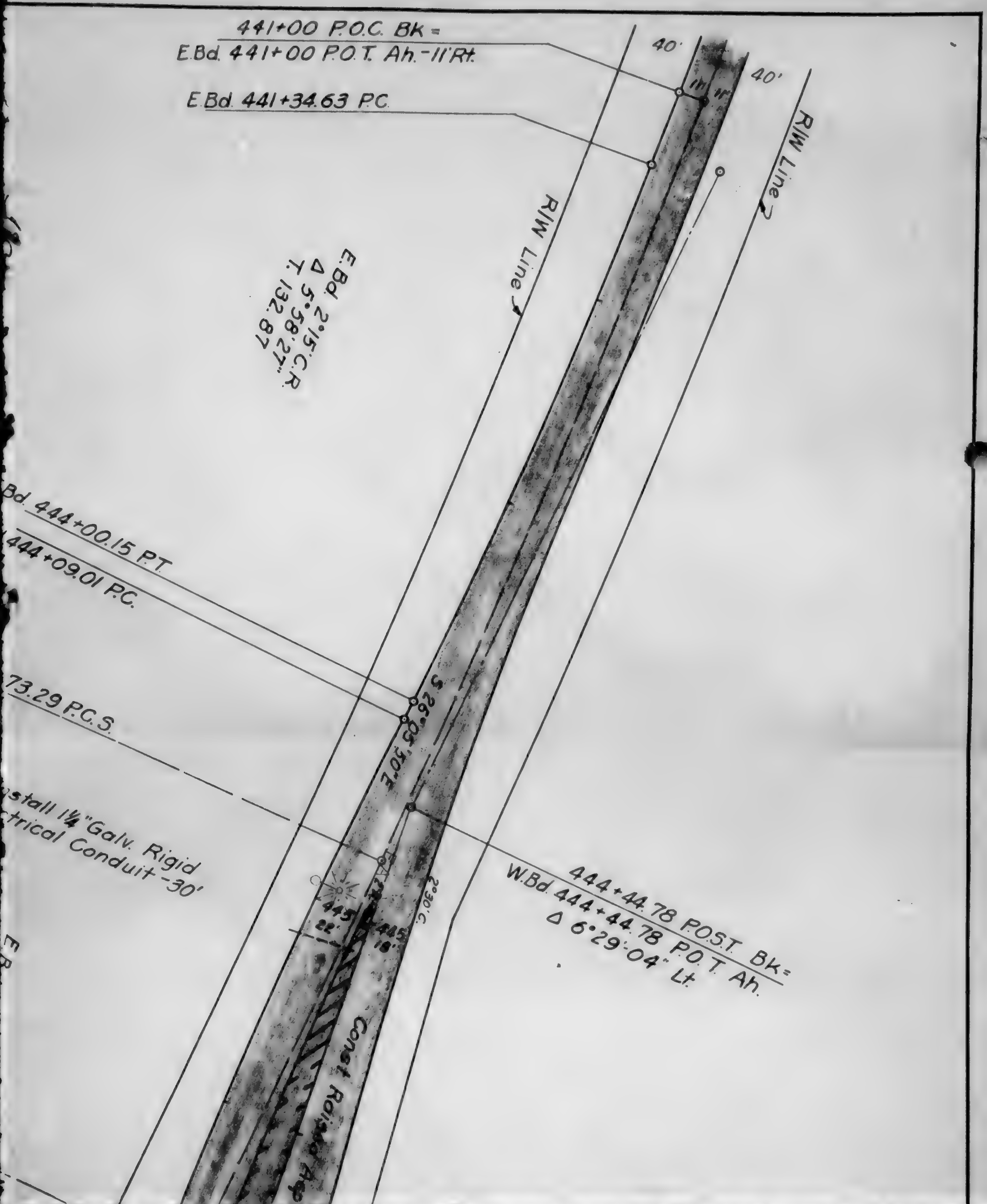
| | |
|---|---|
| ○—☀ | Proposed mercury-vapor lighting installation |
| ■→ FA | Proposed "KEEP TO THE RIGHT" sign with vertical alternate flashers |
| → RAG | Proposed traffic signal installation |



| | |
|---|---|
| Illumination | $11,000.00 |
| Signals | 7,000.00 |
| | $18000.00 |

See Sheet 5 for Profiles


441+00 P.O.C
E.Bd. 441+00 P.O.T.
E.Bd. 441+34.63 P
E.Bd. 2°15' C.R.
Δ 5°58'27"
T. 132.87
1° C.R.
Δ 8°56'15"
T 547.81
LEGEND
FA
RAG
Proposed mercury-vapor lighting installation
Proposed "KEEP TO THE RIGHT" sign with vertical alternate flashers
Proposed traffic signal installation
E.Bd. 444+00.15 P.T.
E.Bd. 444+09.01 P.C.
444+73.29 P.C.S.
W.Bd. +15 Install 1¼" Galv. Rigid Electrical Conduit -30'
200' S.P.
S-1.00
-0.5
E.Bd. 2° C.L.
Δ 7°43'31"
T. 193.42
446+73.29 P.T.
570
R/W Line
DE


441+00 P.O.C. Bk=
E.Bd. 441+00 P.O.T. Ah.-11'Rt.
40'
40'
11'
11'
E.Bd. 441+34.63 P.C.
R/W Line
R/W Line
E.Bd. 2°15' C.R.
Δ 5°58'27"
T. 132.87
Bd. 444+00.15 P.T.
444+09.01 P.C.
73.29 P.C.S.
S 26°05'50" E
nstall 1¼" Galv. Rigid
ctrical Conduit -30'
2°30' C.
445
22'
445
18'
444+44.78 P.O.S.T. Bk=
W.Bd. 444+44.78 P.O.T. Ah.
Δ 6°29'04" Lt.
Const Raised Ap
E.B

RECEIVED
JUN 8 - 1956
FOR FILING

26-1074

4767

4t
4-26-56

May 25, 1956

Board of County Commissioners
Multnomah County Courthouse
Portland, Oregon

Gentlemen:

The State Highway Commission at its meeting on April 26, 1956 discussed the matter of channelizing, signalizing, and illuminating the intersection of your East Burnside Street extension with the Mt. Hood Highway, about one mile east of Gresham. The Commission was informed by the State Highway Engineer that to properly channelize, signalize, and illuminate the intersection is estimated to cost about $36,000 and that the County has already assumed approximately $18,000 of this cost, particularly the grading and paving, which the County has included in its contract that is now under way.

The cost to signalize and illuminate the intersection is estimated at $18,000, and under ordinary procedures the County would be requested to pay 50 per cent of the expense. However, in view of the fact that the County has already obligated itself for the grading and paving work without asking the State to contribute for such expense, the Commission approved the signalizing and illumination work on the basis of the City paying only one-third of the estimated cost, or $6,000, and subject to the usual arrangement that the County will maintain the signals and luminaires and will furnish electrical energy to operate them after they are installed.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

KBG:blm
cc: J. W. Cattrall
F. B. Crandall

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MAY 22 1956
FOR FILING

Maint
Traffic
[illegible]

NOTED
J. W. CATTRALL

COMMISSIONERS
M. JAMES GLEESON
AL. L. BROWN
JACK BAIN

COUNTY OF MULTNOMAH

1854

BOARD OF COUNTY COMMISSIONERS

COUNTY COURTHOUSE
PORTLAND 4, OREGON

NOTED
W. C. WILLIAMS

May 16, 1956

Mr. P. C. Northrop
Roadmaster
2115 SE Morrison Street
Portland 15, Oregon

State Highway Department
Salem, Oregon

Dear Sirs:

Be it remembered, that at a meeting of the Board of County Commissioners held May 15, 1956, the following action was taken:

Rec Roadmaster that Mult Co enter into an agreement with the State High Dept for the illumination & installation of signals at the intersec of East Burnside Rd and the Mt. Hood Highway, Mult Co to pay $6,000., one-third of the total cost )

ORDERED that said recommendation be adopted as the order of the Board.

Yours very truly,

BOARD OF COUNTY COMMISSIONERS

By [illegible] R. Gloss
Clerk of Board

DD

REFERRED TO
Mr Williams
By State Highway Engineer

RECEIVED
MAY 21 1956

RECEIVED
MAY 17 1956
STATE HIGHWAY COMMISSION

RECEIVED
APR 20 1956
FOR FILING

26-1094

4363

Cross Referenced To:
[illegible]
Traffic Sig.
Hwy. Lighting

April 19, 1956

Oregon State Highway Commission

Gentlemen:

Multnomah County, using federal-aid secondary funds, is constructing an extension of East Burnside Street which intersects the Mount Hood Highway about one mile east of Gresham. Upon completion of the East Burnside Street extension, it is estimated that at least 50 per cent of the traffic will be diverted from the state highway to the new county road.

To properly channelize, signalize, and illuminate the intersection of the new road with the state highway east of Gresham requires a very considerable expenditure. The total estimated cost is approximately $36,000, and the County has already assumed an approximate $18,000 of the cost, which is for the grading and paving, and included it in a contract now under way. The cost of signalizing and illumination is estimated at $18,000, of which we requested the County to pay 50 per cent. The County protested this, however, owing to the large expenditure for grading and paving it had already obligated itself to without asking the State for 50 per cent apportionment. The County did agree to cooperate in the signals and illumination to the extent of one-third, or $6,000, and agreed to take over, maintain, and furnish electrical energy for both the signal and luminaires, after installation.

I consider this a very fair settlement, inasmuch as in the over-all $36,000 cost the County will bear $24,000 and the State $12,000.

This matter will be on the next agenda, and I recommend you approve entering into an agreement with Multnomah County for the necessary signals and illumination, with the County to pay $6,000 and the State $12,000 based on present estimates.

Very truly yours,

R. H. Baldock
State Highway Engineer

cc Mr. F. B. Crandall
Mr. J. W. Cattrall
Mr. C. H. Maison

WCW:me:gm

MEMO TO FILES

SUBJECT: Signalization and Illumination, Intersection E. Burnside Road (FAS 582) and Mount Hood State Highway

DATE: 3/13/56

NOTED
W. C. WILLIAMS

Mr. V. P. Johnson, Traffic Control Engineer, and I met with Mr. Paul Northrup, Multnomah County Roadmaster, this date to discuss the signallization and illumination of the intersection of E. Burnside Street (FAS 582) with the Mount Hood State Highway south of Gresham.

Mr. Northrup approved the plan as presented by Mr. Johnson; however, he was not in agreement with the proposed method of financing this improvement by using county FAS funds.

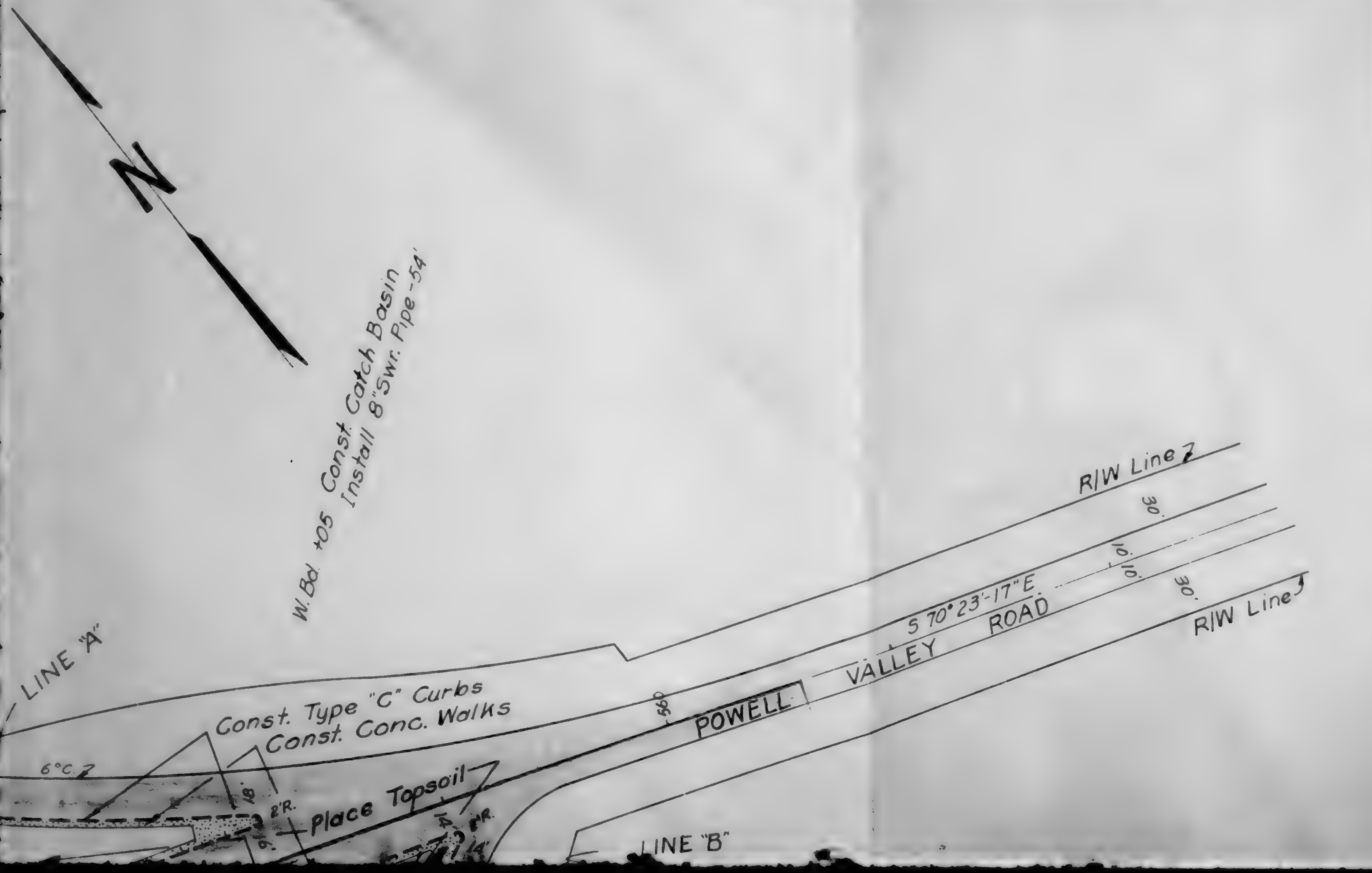
The county has in its files a copy of a letter dated January 31, 1956, from Mr. Forrest Cooper to Mr. A. G. Skelton, advising Mr. Skelton to work out a satisfactory intersection with Multnomah County and suggesting as a fair division of costs that the state pay for all construction east of the west-traveled lane of the Mount Hood Highway projected along the Powell Valley County Road. Mr. Northrup stated that he was under the impression that this was the cost allocation being followed and was not aware until the present meeting that the county FAS project included roadwork for the entire intersection; however, Mr. Northrup further stated that he was willing to consider this as "water over the dam" if a satisfactory agreement as to distribution of costs for the signalization and illumination of the intersection could be reached. He proposed that the county pay one-third of the total cost ($6,000 based on the estimate of $18,000) using county funds (not county FAS funds), and that the county pay all power costs and maintain the luminaires after installation with the state maintaining the traffic control signals. If the above is agreeable to the state, Mr. Northrup will recommend same to the Board of County Commissioners.

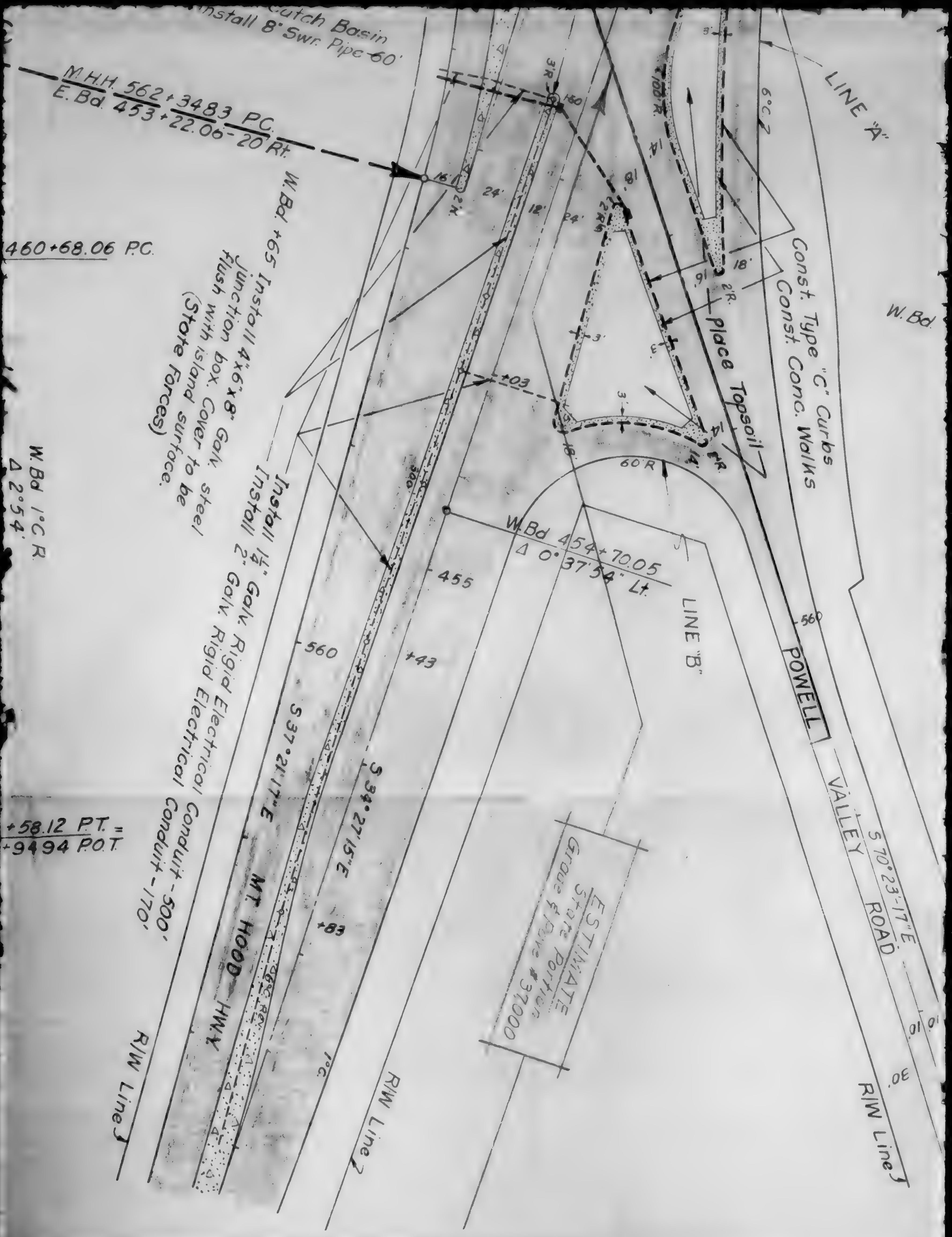
Under the circumstances this would appear to be a fair solution to the whole matter.

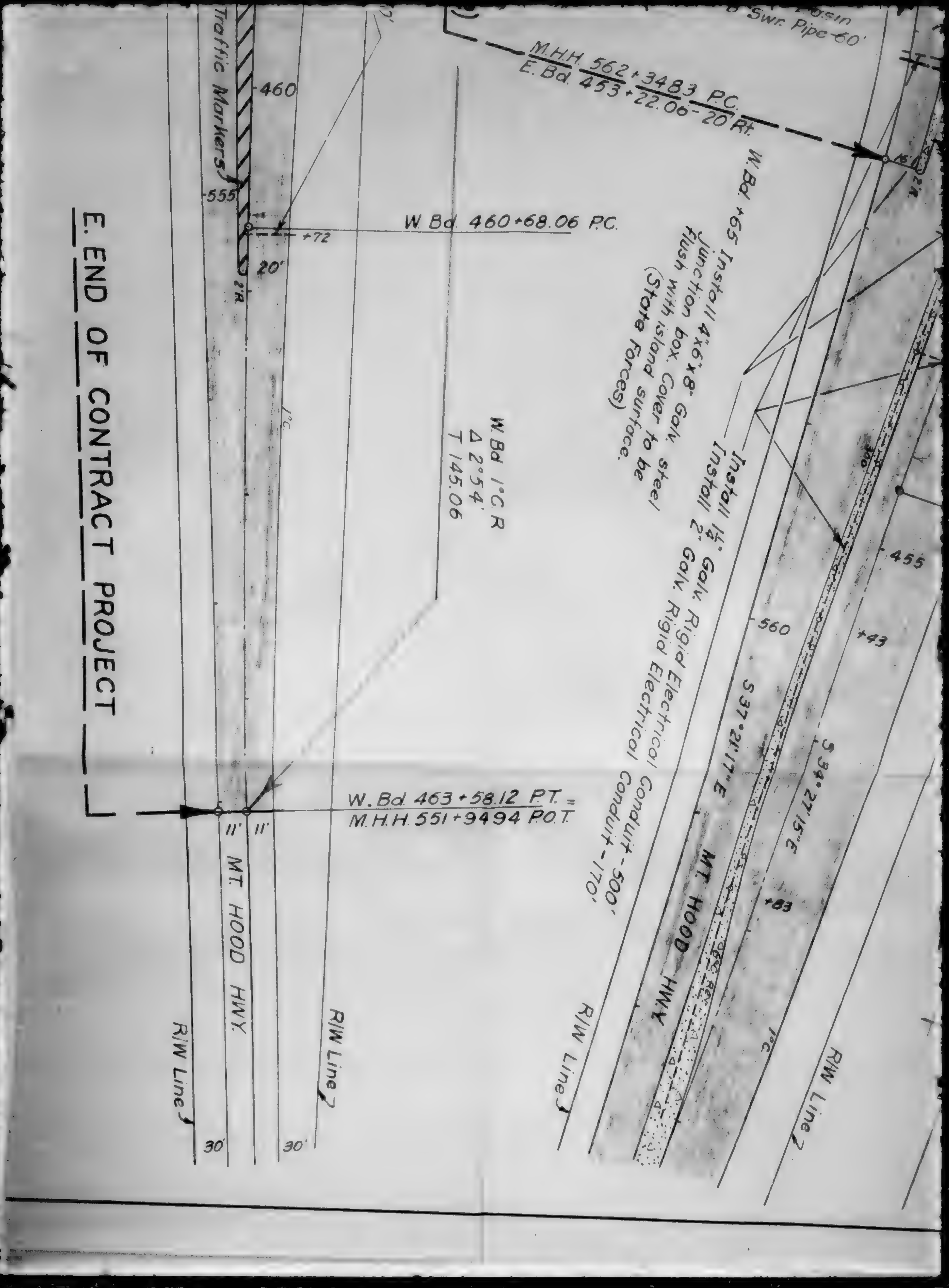
John F. Hagemann
Asst. County & City Relations Engr.

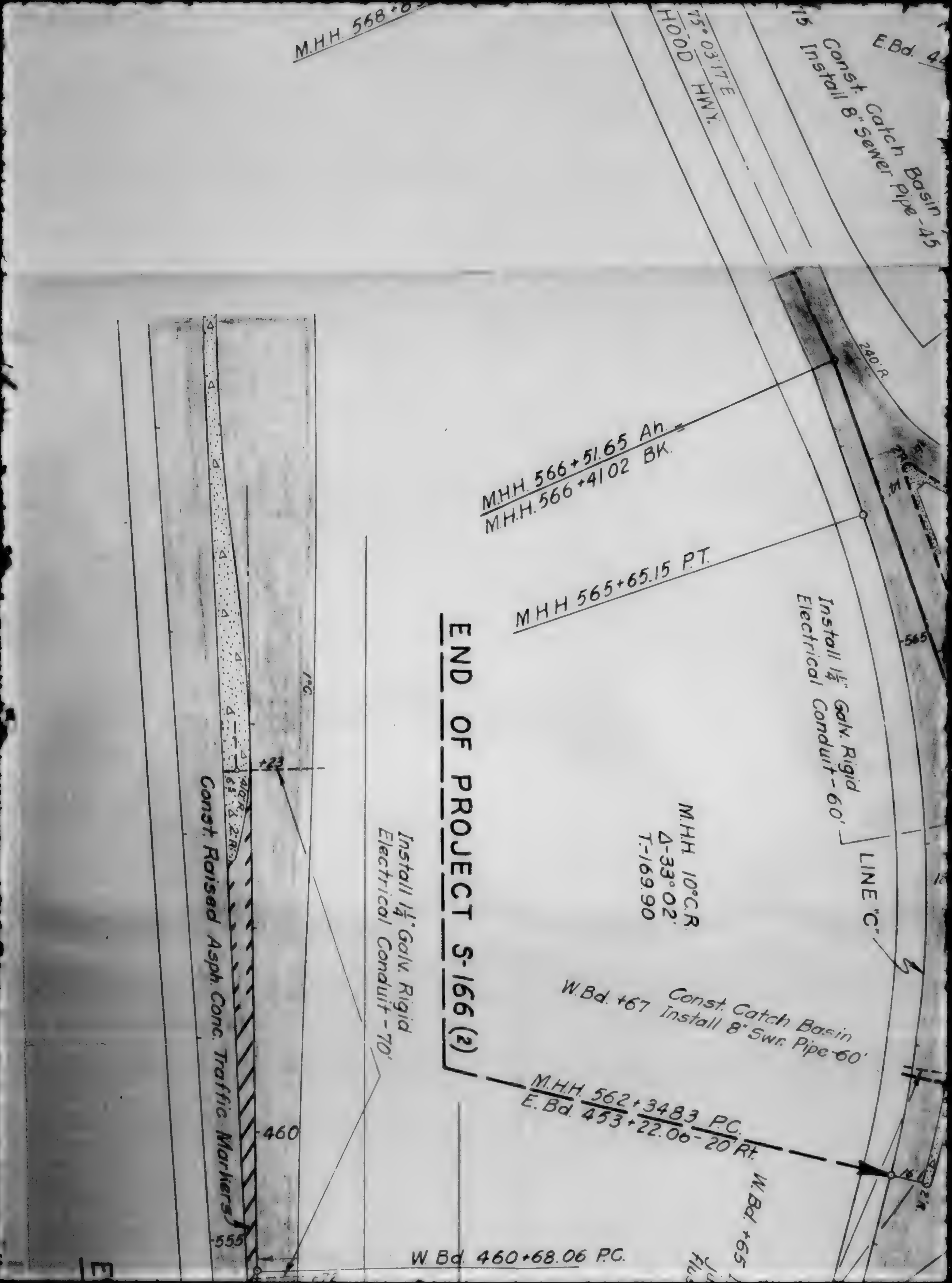
JFH:mm

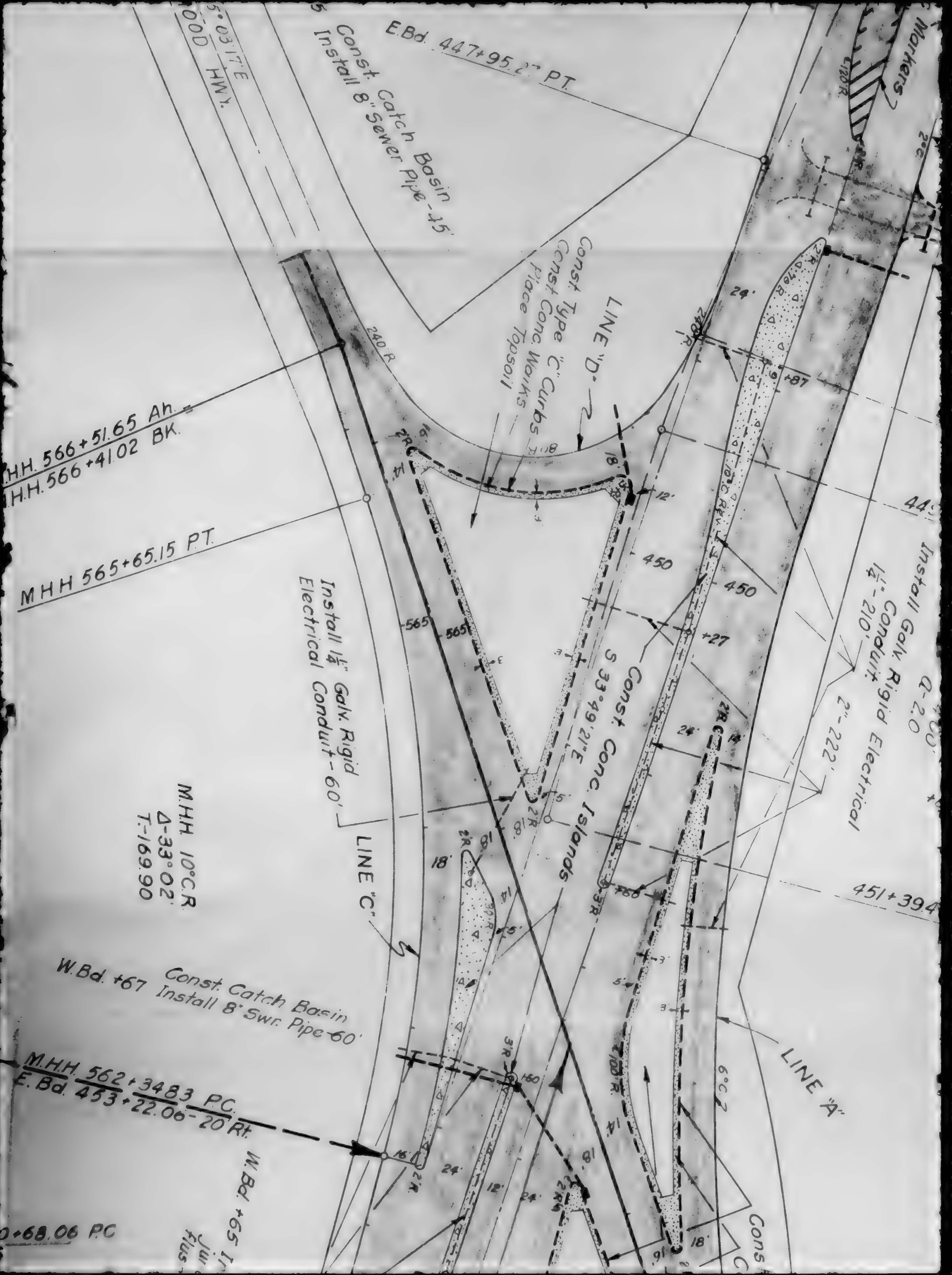
| | | | | |
|---|---|---|---|---|
| S.E. STARK ST.-POWELL VALLEY RD. SEC.<br>EAST BURNSIDE ROAD<br>MULTNOMAH COUNTY | | | | SHEET<br>No.<br>4 |
| FED. ROAD<br>Div. No. | STATE | PROJECT<br>NUMBER | FISCAL<br>YEAR | TOTAL<br>SHEETS |
| 8 | OREGON | S-166-(2) | | See<br>Index |



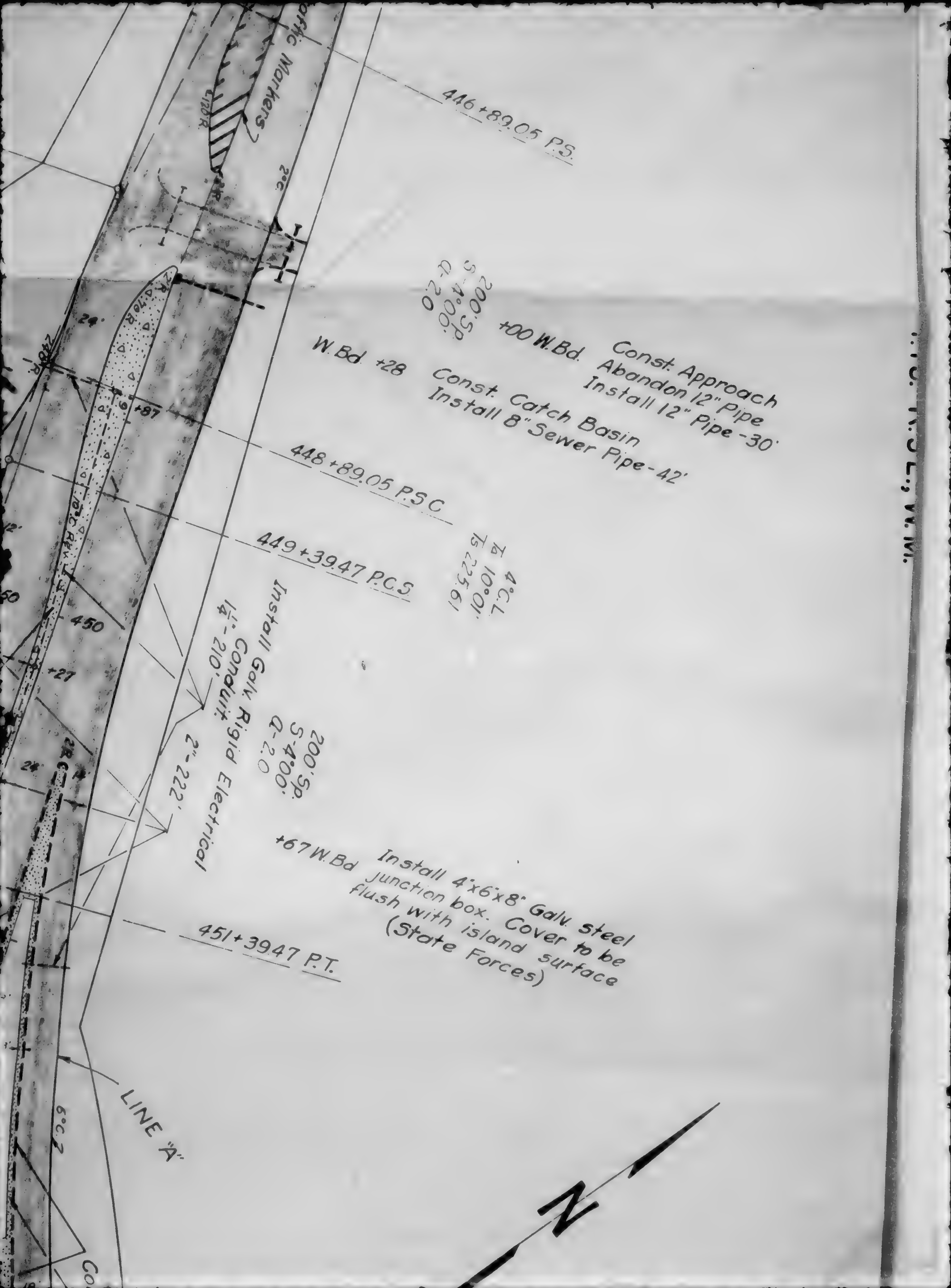

Catch Basin
Install 8" Swr. Pipe-60'
M.H.H. 562+3483 P.C.
E. Bd. 453+22.06-20' Rt.
460+68.06 P.C.
W. Bd. +65 Install 4'x6'x8' Galv. steel junction box. Cover to be flush with island surface. (State Forces)
Install 1¼" Galv. Rigid Electrical Conduit-500'
Install 2" Galv. Rigid Electrical Conduit-170'
W. Bd. 1°C R.
Δ 2°54'
+58.12 P.T. =
+9494 P.O.T.
LINE "A"
W. Bd.
Const. Type "C" Curbs
Const. Conc. Walks
Place Topsoil
60' R
W. Bd. 454+70.05
Δ 0° 37' 54" Lt.
LINE "B"
POWELL
VALLEY
ROAD
S 70°23'17"E
455
560
+03
+43
+83
S 37°21'17"E
S 34°27'15"E
MT. HOOD HWY.
R/W Line
R/W Line
R/W Line
ESTIMATE
State Portion
Grade & Pave #37,000
3' R
16'
24'
12'
24'
18'
3'
14'
2' R
18'
16'
1°C
6' C

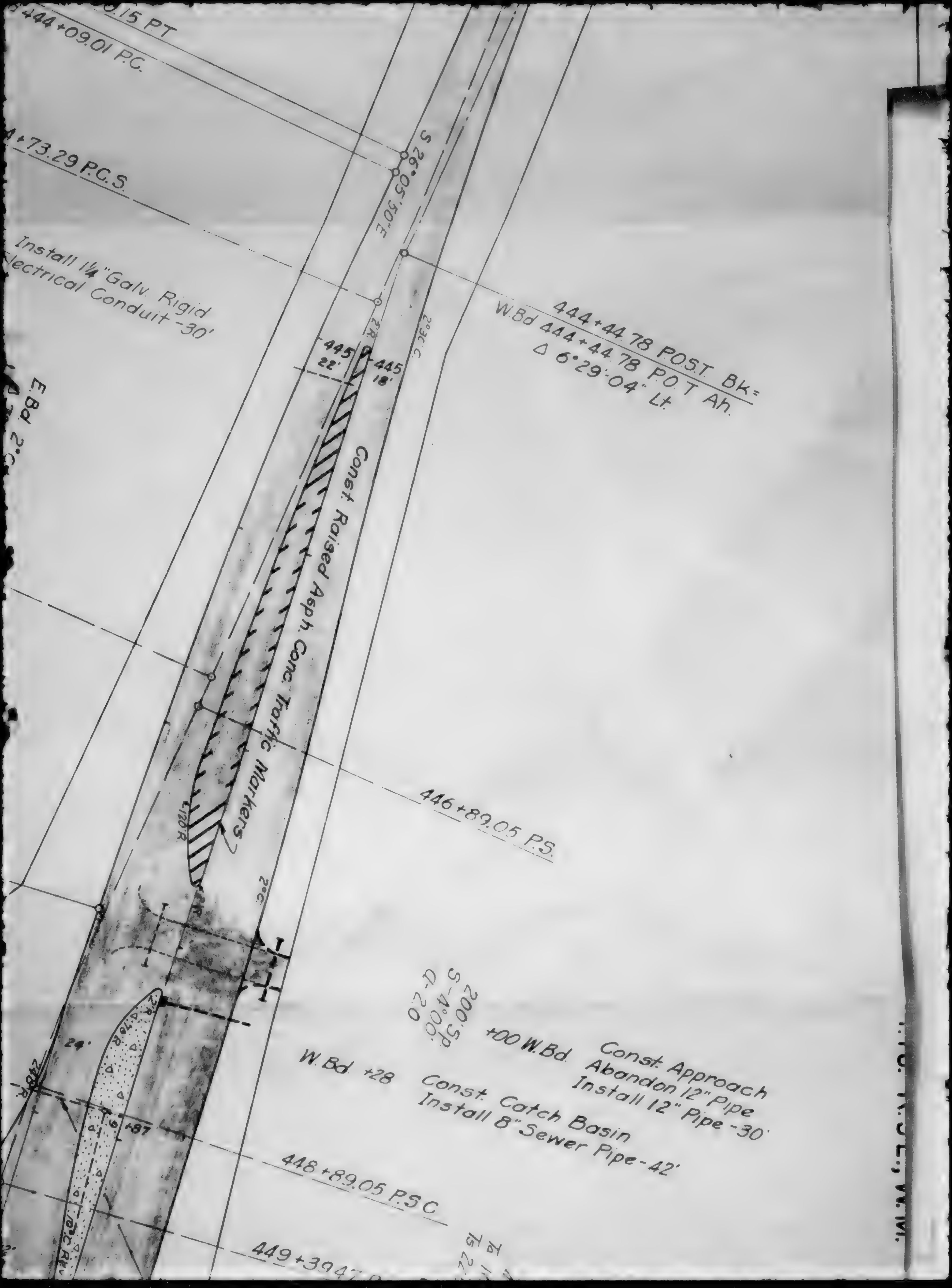

E. END OF CONTRACT PROJECT
Traffic Markers
460
555
W. Bd. 460+68.06 P.C.
+72
20'
2'R
W. Bd 1°C.R
Δ 2°54'
T 145.06
1°C
W. Bd. 463+58.12 P.T. =
M.H.H. 551+9494 P.O.T.
11'
11'
MT. HOOD HWY.
R/W Line
R/W Line
30'
30'
Swr. Pipe-60'
M.H.H. 562+3483 P.C.
E. Bd. 453+22.06-20 Rt.
W. Bd. +65 Install 4"x6"x8" Galv. steel
Junction box. Cover to be
flush with island surface.
(State Forces)
Install 1¼" Galv. Rigid Electrical Conduit-500'
Install 2" Galv. Rigid Electrical Conduit-170'
15'
2'R
560
455
+43
+83
S 37°21'17" E
S 34°27'15" E
MT. HOOD HWY.
1°C
R/W Line
R/W Line

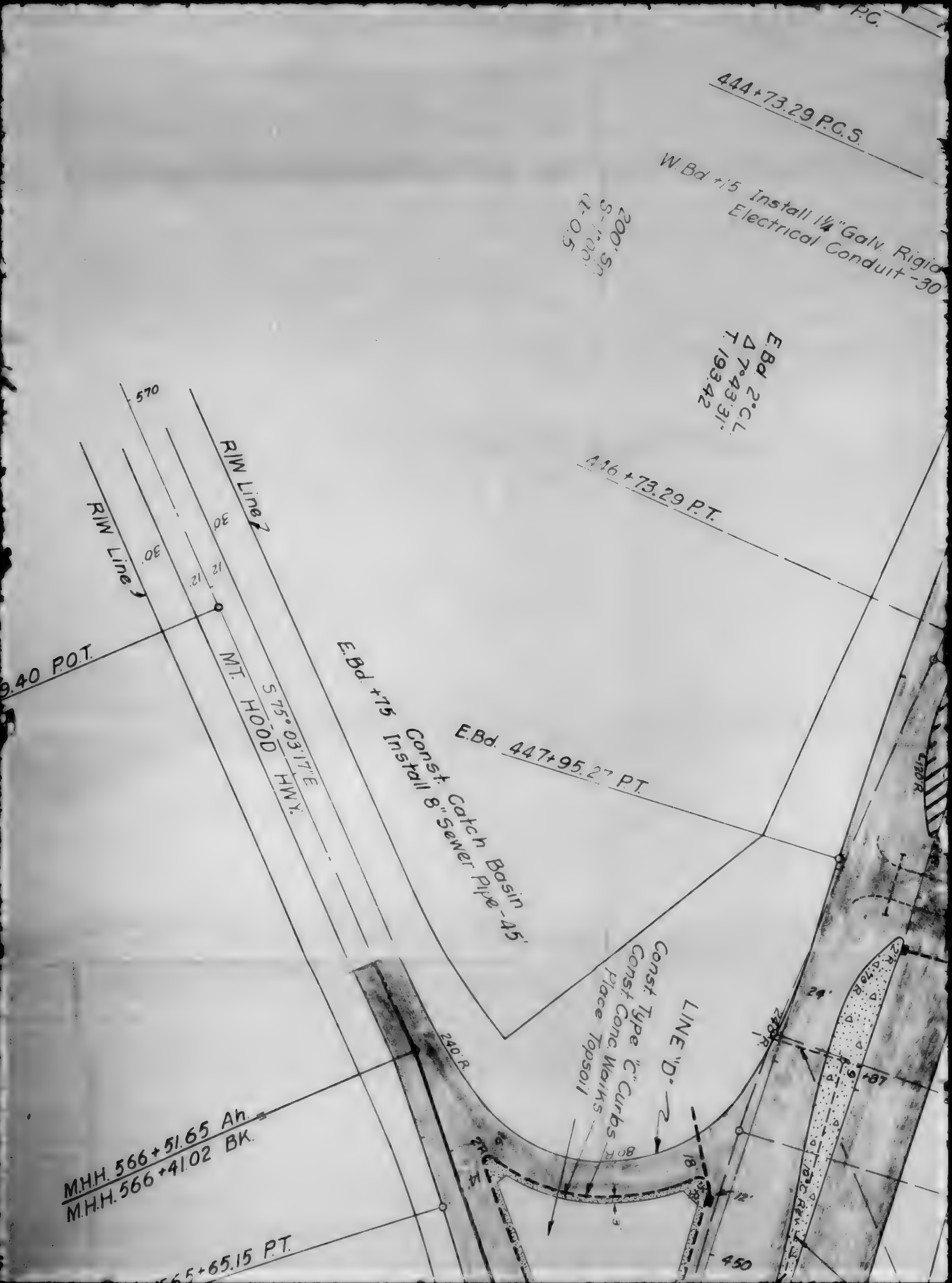

M.H.H. 568+
75°03'17"E
HOOD HWY.
E.Bd. 4
Const. Catch Basin
Install 8" Sewer Pipe -45
240' R.
M.H.H. 566+51.65 Ah. =
M.H.H. 566+41.02 BK.
M.H.H 565+65.15 P.T.
Install 1¼" Galv. Rigid
Electrical Conduit - 60'
-565
END OF PROJECT S-166 (2)
M.H.H. 10°C.R.
Δ-33°02'
T-169.90
LINE "C"
Const. Catch Basin
W.Bd. +67 Install 8" Swr. Pipe-60'
M.H.H. 562+34.83 P.C.
E. Bd. 453+22.06 - 20' Rt.
W.Bd. +65
Install 1¼" Galv. Rigid
Electrical Conduit - 70'
1'C.
+23
10' R.
6.5'
Δ
2' R.
Const. Raised Asph. Conc. Traffic Markers
-460
-555
W. Bd. 460+68.06 P.C.
15'
2' R.
E

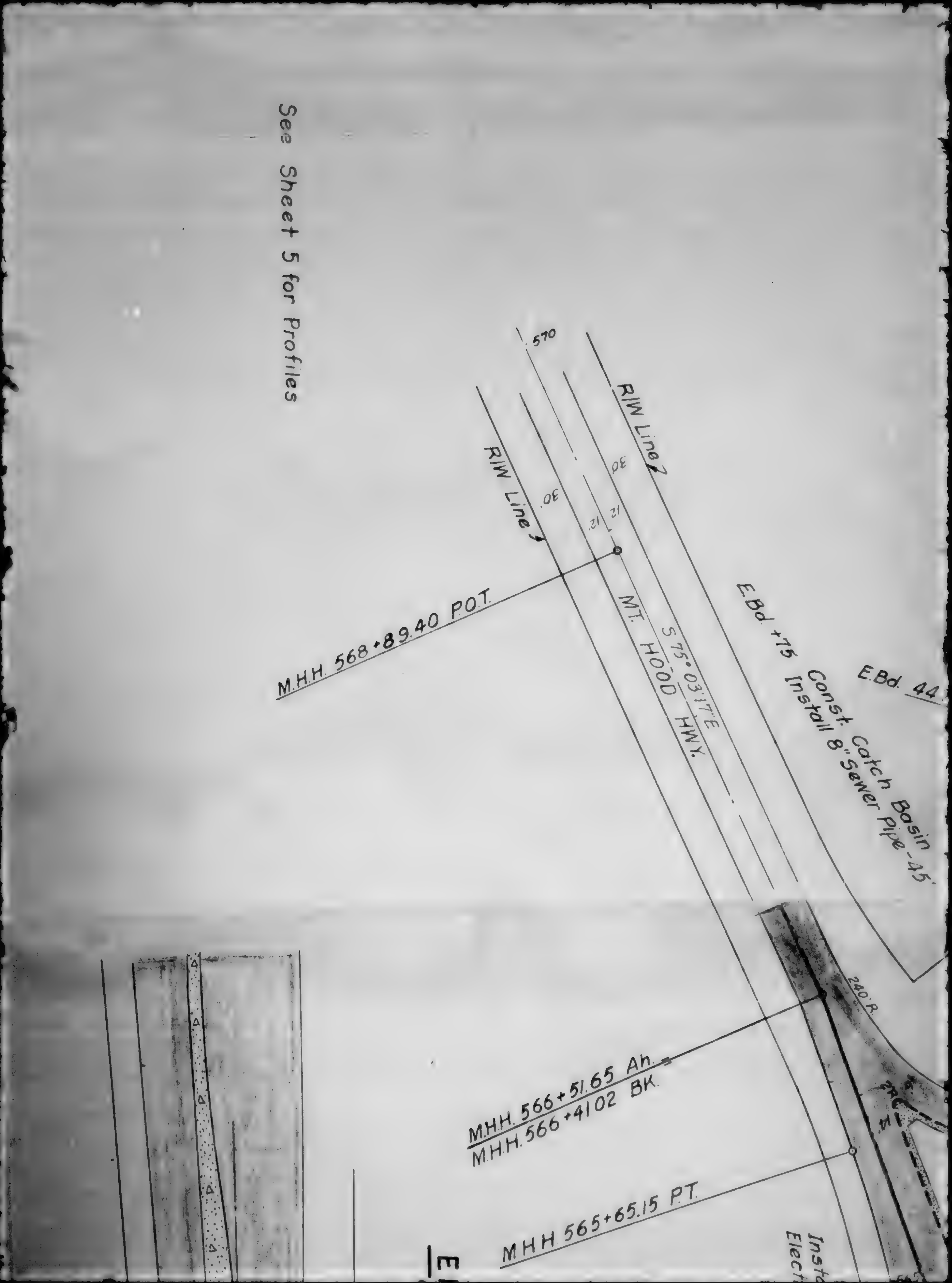


5°03'17"E
OOD HWY.
Const. Catch Basin
Install 8" Sewer Pipe-35'
E.Bd. 447+95.2? PT.
Markers
240'R.
LINE "D"
Const. Type "C" Curbs
Const. Conc. Walks
Place Topsoil
M.H.H. 566+51.65 Ah.
M.H.H. 566+41.02 BK.
M H H 565+65.15 P.T.
24'
+87
12'
18'
450
450
+27
-565
565
Install 1¼" Galv. Rigid
Electrical Conduit-60'
S 33°49'21"E
Const. Conc. Islands
Install Galv. Rigid Electrical
1¼" Conduit-210'
2"-222'
Δ-2.0
M.H.H. 10°C.R.
Δ-33°02'
T-169.90
LINE "C"
18'
+80
451+39.4
Const. Catch Basin
W.Bd. +67 Install 8" Swr. Pipe-60'
M.H.H. 562+3483 P.C.
E.Bd. 453+22.06-20 Rt.
W.Bd. +65
0+68.06 P.C.
LINE "A"
6°C.
24'
12'
24'
18'
Cons

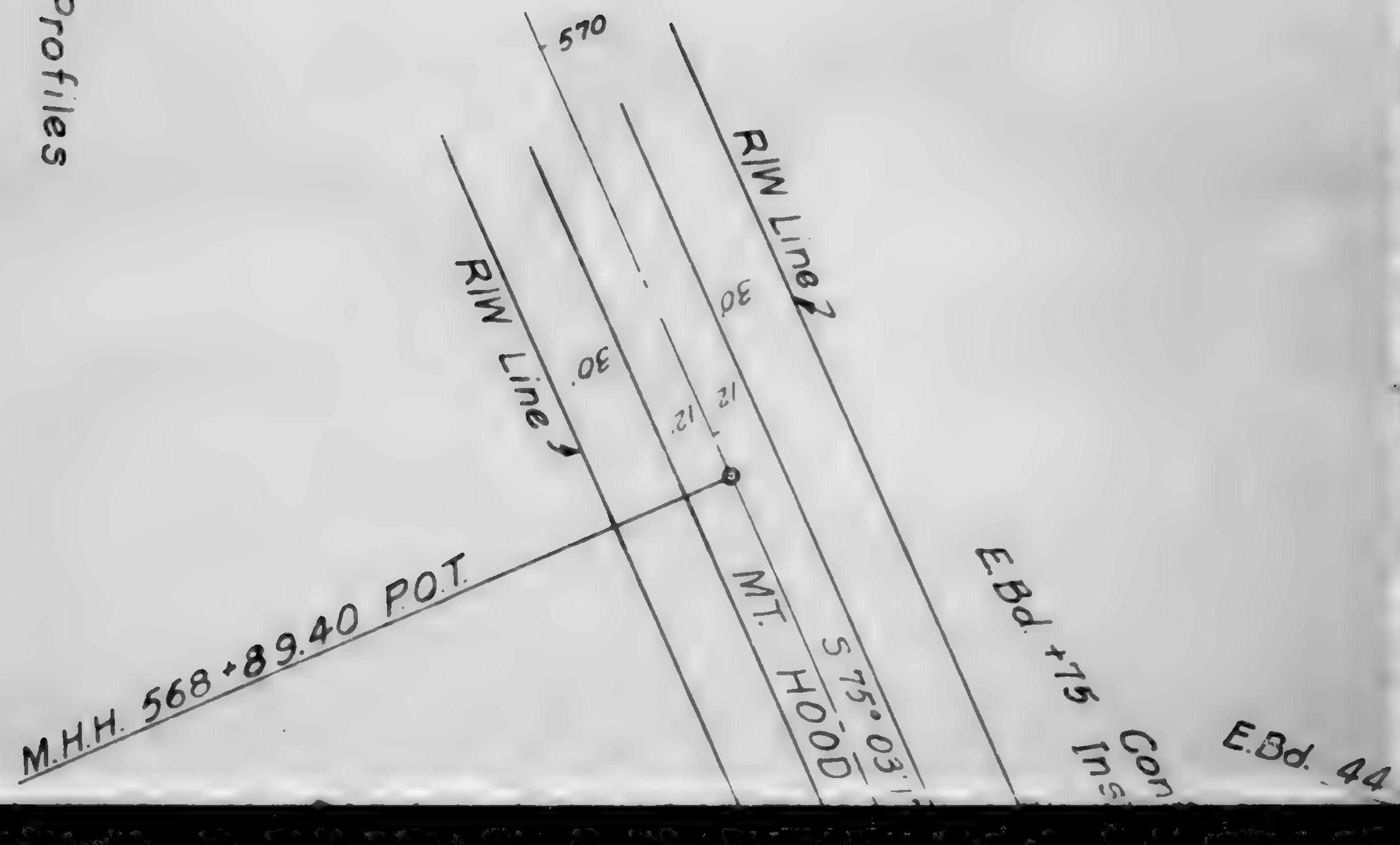

Traffic Markers
446+89.05 P.S.
200' Sp.
S-4°00'
a-2.0
+00 W.Bd. Const. Approach
Abandon 12" Pipe
Install 12" Pipe -30'
W.Bd +28 Const. Catch Basin
Install 8" Sewer Pipe-42'
448+89.05 P.S.C
449+39.47 P.C.S
4°C.L.
Δ 10°01'
Ts 225.61'
Install Galv. Rigid Electrical
1¼"-210' Conduit
2"-222'
200' Sp.
S-4°00'
a-2.0
+67 W.Bd Install 4"x6"x8" Galv. steel
junction box. Cover to be
flush with island surface
(State Forces)
451+39.47 P.T.
24'
+87
12'
450
+27
24'
LINE "A"
6°C.L.
N
R. 5 E., W.M.

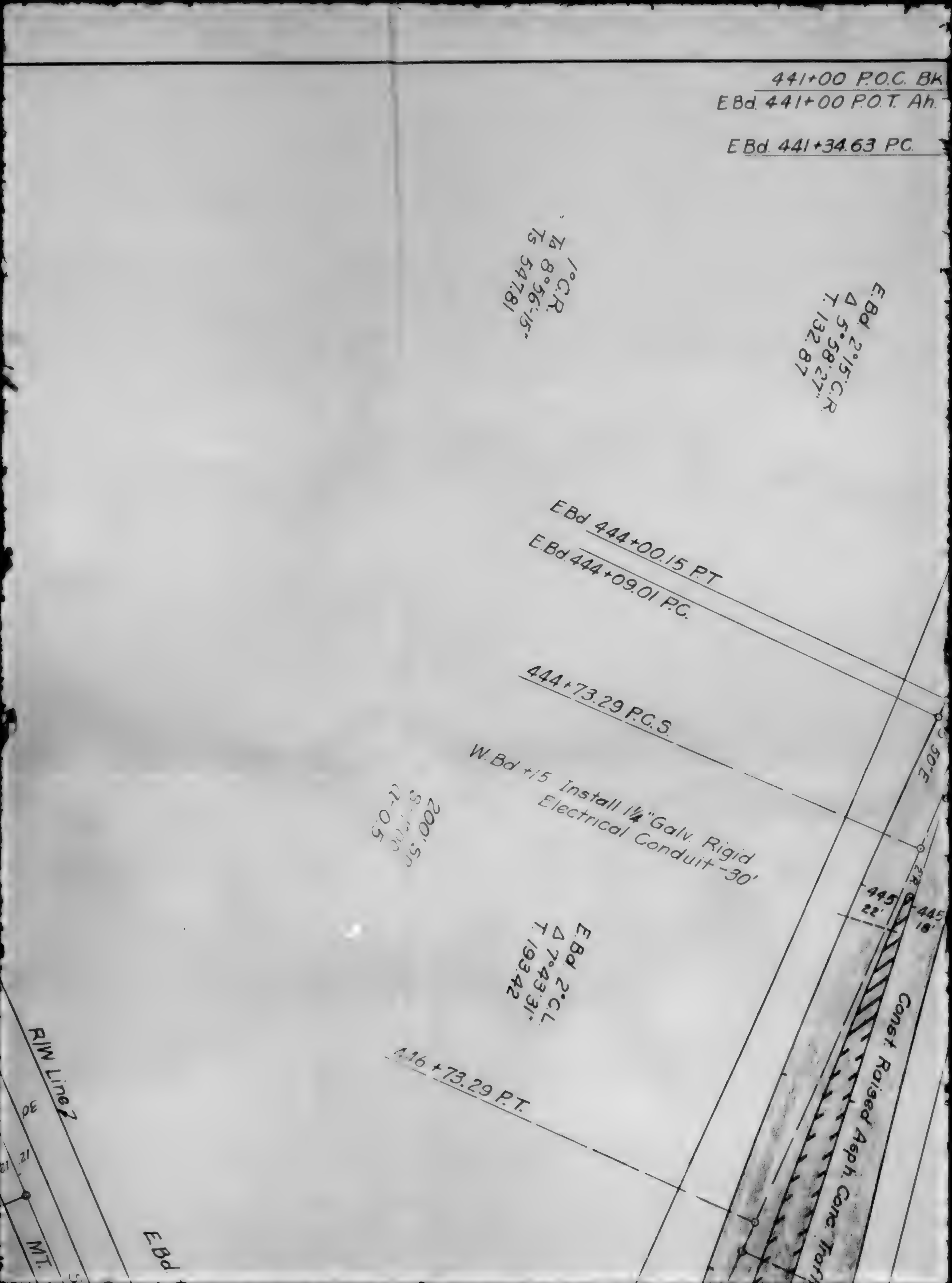

.15 P.T.
444+09.01 P.C.
+73.29 P.C.S.
S 26°05'50" E
Install 1¼" Galv. Rigid
Electrical Conduit - 30'
445 22'
445 18'
2°3' C.
E.Bd
2°C
444+44.78 POST. Bk=
W.Bd 444+44.78 P.O.T. Ah.
Δ 6°29'04" Lt.
Const. Raised Asph. Conc. Traffic Markers
120' R
446+89.05 P.S.
2°C
2'R
70'R
24'
+87
448+89.05 P.S.C.
449+39.47
D-20
200.5P
S-4°00'
+00 W.Bd.
Const. Approach
Abandon 12" Pipe
Install 12" Pipe - 30'
W.Bd. +28
Const. Catch Basin
Install 8" Sewer Pipe - 42'

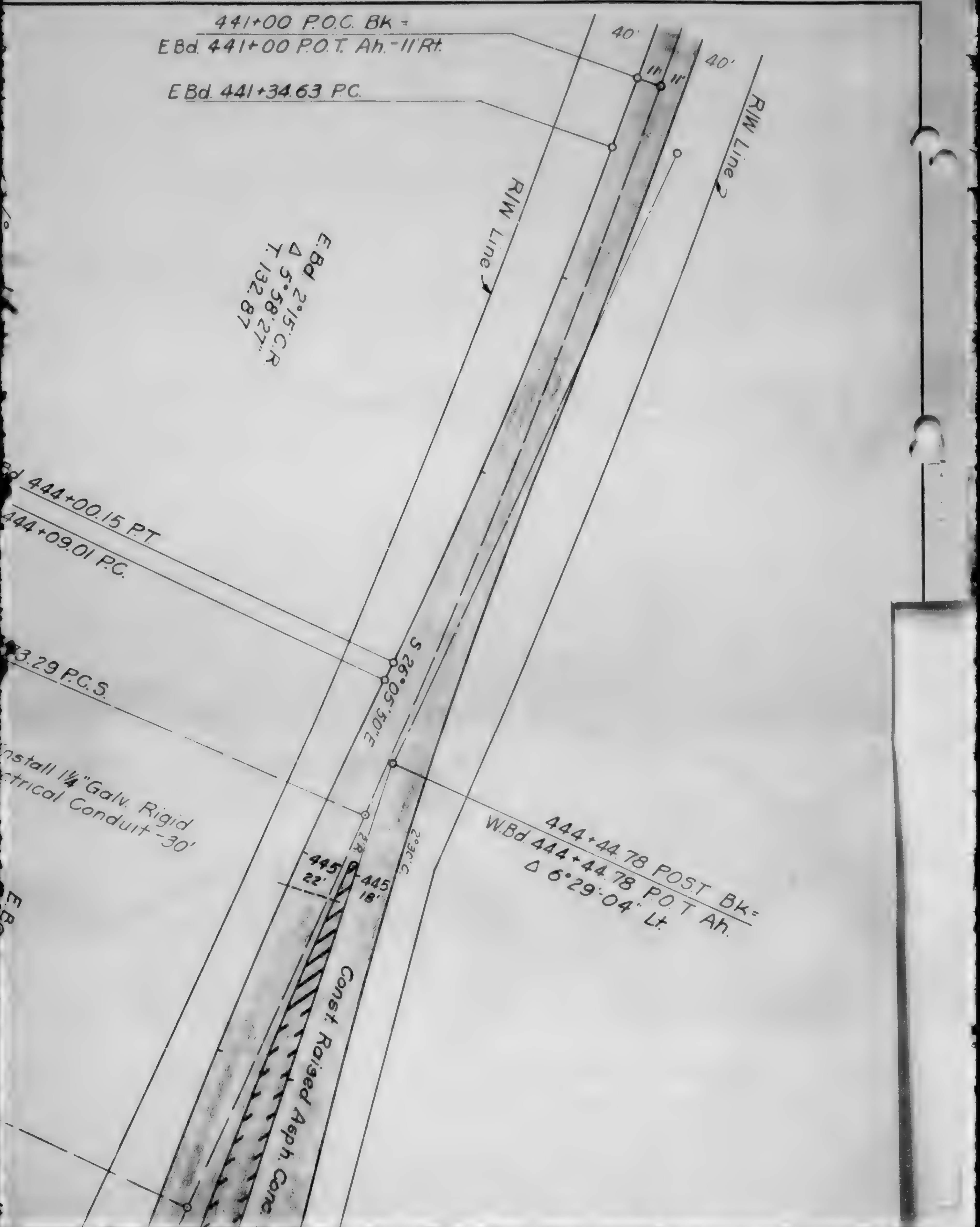
P.C.
444+73.29 P.C.S.
W.Bd +15 Install 1¼" Galv. Rigid Electrical Conduit -30'
200' S
S=.00
d=0.5
E.Bd. 2°C.L.
Δ 7°43'31"
T. 193.42
446+73.29 P.T.
570
R/W Line
R/W Line
30'
30'
12'
12'
9.40 P.O.T.
S 75°03'17" E
MT. HOOD HWY.
E.Bd. +75 Install 8" Sewer Pipe -45'
Const. Catch Basin
E.Bd. 447+95.27 P.T.
130' R.
2' R.
70' R.
24'
240' R.
240' R.
9+87
LINE "D"
Const. Type "C" Curbs
Const. Conc. Walks
Place Topsoil
80' R.
18'
12'
2' R.
10' C Rev.
450
M.H.H. 566+51.65 Ah.
M.H.H. 566+41.02 BK.
565+65.15 P.T.


See Sheet 5 for Profiles
570
R/W Line
R/W Line
30'
30'
12'
12'
M.H.H. 568+89.40 P.O.T.
S 75°03'17"E
MT. HOOD HWY.
E.Bd. +75 Install 8" Sewer Pipe-45'
Const. Catch Basin
E.Bd. 44
240' R.
P.C.
M.H.H. 566+51.65 Ah. =
M.H.H. 566+41.02 BK.
M.H.H. 565+65.15 P.T.
Insta
Elect
E

See Sheet 5 for Profiles




441+00 P.O.C. Bk
E.Bd. 441+00 P.O.T. Ah.
E.Bd. 441+34.63 P.C.
1°C.R.
Δ 8°56'15"
Ts 547.81
E.Bd. 2°15' C.R.
Δ 5°58'27"
T. 132.87
E.Bd. 444+00.15 P.T.
E.Bd. 444+09.01 P.C.
444+73.29 P.C.S.
W.Bd. +15 Install 1¼" Galv. Rigid
Electrical Conduit -30'
30'E
445 22'
445 18'
E.Bd. 2°C.L.
Δ 7°43'31"
T. 193.42
446+73.29 P.T.
Const. Raised Asph. Conc. Traf
R/W Line
30
21
MT.
E.Bd.


441+00 P.O.C. Bk =
E Bd. 441+00 P.O.T. Ah. -11' Rt.
E Bd. 441+34.63 P.C.
40'
11'
11'
40'
R/W Line
R/W Line
E.Bd 2°15' C.R
Δ 5°58'27"
T. 132.87
d 444+00.15 P.T.
444+09.01 P.C.
3.29 P.C.S.
S 26°05'50" E
nstall 1¼" Galv. Rigid
ctrical Conduit -30'
445
22'
445
18'
2°30' C.
444+44.78 P.O.S.T. Bk=
W.Bd 444+44.78 P.O.T. Ah.
Δ 6°29'04" Lt.
Const. Raised Asph. Conc.
E.B

UI-323(19) Banfield Expressway U'Xing, 1956
12th St.
#4770

RECEIVED
AUG [illegible] 1958
FOR FILING

[illegible]

4770

August 14, 1958

The American Insurance Group
Portland Branch Office
1220 S. W. Columbia Street
Portland 1, Oregon

Attention: Mr. Daniel F. Higgins
Claims Representative

Gentlemen:

In response to your letter of August 7 concerning paint damage to the vehicle of your client on the 12th Avenue Bridge crossing the Banfield Expressway in Portland, we can advise that General Construction Co., 4850 N. W. Front Ave., Portland, were awarded our Contract No. 4770 for construction of the N. E. 12th Avenue Undercrossing. The project was completed May 24, 1958, and it may be that their operations or their subcontractor's operations were responsible for the damage that you mentioned.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:fp

1846
THE American Insurance Group

CHARLES R. RATHBUN
RESIDENT VICE-PRESIDENT

PORTLAND BRANCH OFFICE
1220 S. W. COLUMBIA STREET
PORTLAND 1, OREGON

TELEPHONE
CAPITOL 6-3761

August 7, 1958

State of Oregnn
State Highway Department
Salem, Oregon

General Coating Co
4770

Re: Claim BA-83-14575
D. L. Peterson, et al
D/L: April 1958

Gentlemen:

Our above captioned insured suffered damage to his vehicle due to the painting of the bridge on 12th Avenue in Portland crossing the Banfield Expressway.

Could you please inform us who was working on that bridge around this time so that we might inform them of our interest in this loss.

Yours very truly,

Daniel F. Higgins
DANIEL F. HIGGINS
Claims Representative

bh

RECEIVED
AUG 11 1958
OREGON
STATE HIGHWAY COMMISSION

AMERICAN AUTOMOBILE INSURANCE COMPANY
SAINT LOUIS

THE AMERICAN INSURANCE COMPANY
NEWARK

ASSOCIATED INDEMNITY CORPORATION
SAN FRANCISCO

7

RECEIVED
JUL 8 - 1958
FOR FILING

OREGON STATE HIGHWAY DEPARTMENT
(date)
July 3, 1958

| | | | |
|---|---|---|---|
| (CONTRACT NO.) UI-3[illegible]5(14) | (EST. NO.) | (CONTRACTOR) | |
| 4770 | 12 Final | General Construction Company | |
| (VOUCHER NO.) | (WARRANT NO.) | (AMOUNT) | (DATE) |
| 14885 | H216531 | $ 11,265.96 | 7-3-58 |

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

Gertrude Chapweske
ACCOUNTING DIVISION

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Specified completion date: 90 workdays from reopening of Grand Ave. Viaduct

Time Extensions: None

Completion Date: May 24, 1958

Date Accepted: June 19, 1958

Penalties: None of record

Claims: None of record

Remarks:

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Date: July 3, 1958

To the Accounting Division:

Release of the above warrant is hereby authorized

H. B. Glaisyer
Secretary

Warrant Mailed: JUL 3 1958
GRW

NOTED ON CARD
em

RECEIVED
JUN 24 1958

FOR FILING
[illegible]
4770

June 23, 1958

CERTIFIED MAIL

General Insurance Co. of America
Portland Service Office
209 S. W. Fourth Ave.
Portland 4, Oregon

Gentlemen:

State Highway Contract No. 4770 for structure and grading on the N. E. 12th Avenue Undercrossing Section of the T. H. Banfield Expressway in Multnomah County was completed by the contractor, General Construction Co., on May 24, 1958, and was formally accepted by the Highway Commission on June 19, 1958.

Final payment in the amount of $11,265.96 will be released to the contractor on or after July 3, 1958. The total contract amount is $149,505.72, of which amount $2,872.56 represents force account items.

The State is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the State assumes no responsibility for such claims should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

[illegible]

NOTED ON CARD

CP BB-2302 A

Form PR 2 (Revised 1950)

RECEIVED
NOV 20 1956
FOR FILING

UI-323 (19)

4770

State Oregon

Project No. UI-323(19)

U. S. DEPARTMENT OF COMMERCE

BUREAU OF PUBLIC ROADS

# PROJECT AGREEMENT

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MEMORANDUM OF AGREEMENT made this 15th day of November, 19 56, by and between The Oregon State Highway Commission, constituting for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Commissioner of Public Roads, Bureau of Public Roads, Department of Commerce, hereinafter called the Commissioner, pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), and acts amendatory thereof or supplementary thereto:

Whereas the Highway Department of said State submitted on the 5th day of June, 19 56, a program, which was approved on the 22nd day of June, 19 56, for the project hereinafter described; and

Whereas the Highway Department, in accordance with the regulations promulgated for the administration of the act, has furnished surveys, plans, specifications, and/or estimates for said project; and

Whereas the District Engineer of the Bureau of Public Roads approved said surveys, plans, specifications, and/or estimates on the 27th day of June, 19 56, and the sum of ninety eight thousand, and 00/100 dollars ($ 98,000.00) as the share of the United States payable under said act on account of said project which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Commissioner do hereby mutually agree as follows:

## FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department for said project have been made available in the following manner, to wit:

(a) By the State Chapter 175, Laws 1917; Chapter 31, Laws 1920; Chapter 529, Laws 1939.
(Include date and citation of act of legislature by which authorized)

(b) From other sources
(State how placed under direct control of Highway Department)

## WORK EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following work as described in detail in said surveys, plans, specifications, and/or estimates:

Between Stations 44+20 and 46+18, in Portland

, length 0.038 miles, in Multnomah County,

being Oregon project No. UI-323(19), consisting of 0.038 miles of

roadway and one bridge of more than 20 feet clear span, 0.000 of a mile in length.

## CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are by reference made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Bureau of Public Roads and in accordance with the laws of said State, Federal regulations hereinbefore mentioned, and the following conditions:

(a) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account shall be approved by the Bureau of Public Roads.

(b) It is agreed that the Highway Department will not add nor permit the addition of any points of access to or exit from the project in addition to those approved in the plans, without the prior approval of the Secretary, and it is further agreed that the Highway Department will not permit automotive service stations or other commercial establishments to be constructed or located on the right of way, except that the State or a political subdivision may use the air space above and below the established grade line of the highway pavement for the parking of motor vehicles provided such use does not interfere in any way with the free flow of traffic on the Interstate System.

## UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the work covered by this agreement shall not in any event exceed the sum of ninety eight thousand, and 00/100 dollars ($98,000.00), which does not exceed the authorized Federal pro rata share of one hundred fifty nine thousand, five hundred twenty six and 40/100 dollars ($159,526.40), the approved total estimated cost of said project.

## PAYMENTS

ARTICLE V. As the work on said project progresses, the Bureau of Public Roads shall from time to time submit vouchers to the Secretary of the Treasury for the payment to the State Treasurer (Official or depository) hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of Oregon (Name) of such sums as shall not, together with previous payments, exceed the United States pro rata share as above specified, of the value, as determined by the Bureau of Public Roads after inspection and approval, of the labor and materials which have actually been put into said work in compliance with the requirements of Article III hereof.

The Commissioner reserves the right to withhold such sum as he may deem necessary to insure completion of the work in compliance with this agreement.

## MAINTENANCE OF PROJECT

ARTICLE VI. The Highway Department will maintain said project in compliance with said act of July 11, 1916, and acts amendatory thereof or supplementary thereto, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: (Include reference to statute authorizing funds and probable amount annually available)

Chapter 529, Laws 1939.

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project.

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. 112.

In witness whereof the parties have hereunto affixed their signatures as of the day and year first above written.

OREGON STATE HIGHWAY COMMISSION
(Official title of Highway Department)

By
Chairman, State Highway Commission
(Title of officer)

By
Member, State Highway Commission
(Title of officer)

By
Member, State Highway Commission
(Title of officer)

By
(Title of officer)

By
(Title of officer)

RECOMMENDED FOR APPROVAL:
STATE HIGHWAY ENGINEER

COMMISSIONER OF PUBLIC ROADS,

By
*Division Engineer,*
*Bureau of Public Roads.*

November 9, 1956

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

We are forwarding two copies of project agreement, signed by the Highway Commission, for the N. E. 12th Avenue Undercrossing Section, Project No. UI-323(19).

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

RHC:bb

4770

# PROJECT AGREEMENT

DESCRIPTION: (JOB, SECTION AND HIGHWAY)

N.E. 12 Avenue Undercrossing Section
T.H. Banfield Expressway
Multnomah County

NATURE OF WORK:

Grade and Structure

CONTRACT NUMBER, CONTRACTOR AND DATE OF AWARD:

4770 General Constr. Co. 7-13-56

DATE OF COMPLETION:

90 Workdays from reopening of Grand Avenue Viaduct

REMARKS:

October 1, 1956

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

We are enclosing four copies of estimate as a basis for project agreement for the N. E. 12th Avenue Undercrossing Section, Project No. UI-323(19).

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

MMC:ia

Encl.

Oregon State Highway Department

Federal Aid
Project No. UI-323(19)

## N. E. 12TH AVENUE UNDERCROSSING SECTION OF THE
## T. H. BANFIELD EXPRESSWAY IN MULTNOMAH COUNTY

(Estimate as a basis for project agreement. Based on low bid prices.)

Salem, Oregon, September 28, 1956

**Type Code 0010**
**Roadway (Sta. 44+20 to Sta. 46+18)(Contract No. 4770)**

| | | | |
|---|---|---|---|
| 700 cu. yds. | Structural Excavation | $4.00 | $ 2,800.00 |
| 6,000 lin. ft. | Furnish Treated Timber Piling | 1.40 | 8,400.00 |
| 150 only | Drive Timber Piles | 38.00 | 5,700.00 |
| 300 cu. yds. | Class "A" Concrete | 67.50 | 20,250.00 |
| 45,800 lbs. | Metal Reinforcement | 0.13 | 5,954.00 |
| 4,400 cu. yds. | General Excavation, Unclassified | 0.65 | 2,860.00 |
| | Subtotal | | $ 45,964.00 |
| | 10% Engr. & Cont. | | 4,596.40 |
| | Total | | $ 50,560.40 |

Length of Roadway 0.038 Mile
Cost of Roadway Per Mile $1,330,536.84

**Type Code X731**
**N. E. 12th Ave. Undercrossing (Sta. 45+46.74)(Contract No. 4770)**

| | | | |
|---|---|---|---|
| All Required | Revise Existing Viaduct | $ | $ 20,500.00 |
| All Required | Shoring, Cribbing, Etc. | | 5,000.00 |
| 150 cu. yds. | Structural Excavation | 4.00 | 600.00 |
| 40 cu. yds. | Excavation Below Elevation Shown | 5.00 | 200.00 |
| 1,390 lin. ft. | Furnish Treated Timber Piling | 1.40 | 1,946.00 |
| 52 only | Drive Timber Piles | 38.00 | 1,976.00 |
| 260 cu. yds. | Class "A" Concrete | 67.50 | 17,550.00 |
| 54,200 lbs. | Metal Reinforcement | 0.13 | 7,046.00 |
| All Required | Structural Steel | | 43,642.00 |
| All Required | Electrical Work | | 600.00 |
| | Subtotal | | $ 99,060.00 |
| | 10% Engr. & Cont. | | 9,906.00 |
| | Total | | $108,966.00 |

Length of Structure 0.000 Mile

### SUMMARY OF FUNDS

| Description | Total Cost | Federal Funds | State Funds |
|---|---|---|---|
| Roadway | $ 50,560.40 | $31,060.00 | $19,500.40 |
| Structure | 108,966.00 | 66,940.00 | 42,026.00 |
| | $159,526.40 | $98,000.00 | $61,526.40 |

**State Funds for Const.:** Chap. 175, Laws 1917; Chap. 31, Laws 1920;
Chap. 529, Laws 1939.

**State Funds for Maint.:** Chap. 529, Laws 1939.

Oregon State Highway Department

Federal Aid
Project No. UI-323(19)

## N.E. 12TH AVENUE UNDERCROSSING SECTION OF THE T.H. BANFIELD EXPRESSWAY IN MULTNOMAH COUNTY

(Estimate to accompany plans and specifications. Not as a basis for project agreement.)

Salem, Oregon, June 26, 1956

### Type Code 0010
### Roadway (Sta. 44+20 to Sta. 46+18)

| | | | |
|---|---|---|---|
| 700 cu. yds. | Structural Excavation | $ 5.00 | $ 3,500.00 |
| 6,000 lin. ft. | Furnish Treated Timber Piling | 1.40 | 8,400.00 |
| 150 only | Drive Timber Piles | 45.00 | 6,750.00 |
| 300 cu. yds. | Class "A" Concrete | 70.00 | 21,000.00 |
| 45,800 lbs. | Metal Reinforcement | 0.12 | 5,496.00 |
| 4,400 cu. yds. | General Excavation, Unclassified | 0.75 | 3,300.00 |
| | Subtotal | | $48,446.00 |
| | 10% Engr. & Cont. | | 4,844.60 |
| | Total | | $53,290.60 |

Length of Roadway 0.038 Mile
Cost of Roadway per Mile $1,402,384.21

### Type Code X731
### N.E. 12th Ave. Undercrossing (Sta. 45+46.74)

| | | | |
|---|---|---|---|
| All Required | Revise Existing Viaduct | | $30,000.00 |
| All Required | Shoring, Cribbing, Etc. | | 5,000.00 |
| 150 cu. yds. | Structural Excavation | 5.00 | 750.00 |
| 40 cu. yds. | Excavation Below Elevation Shown | 20.00 | 800.00 |
| 1,250 lin. ft. | Furnish Treated Timber Piling | 1.40 | 1,750.00 |
| 48 only | Drive Timber Piles | 45.00 | 2,160.00 |
| 260 cu. yds. | Class "A" Concrete | 70.00 | 18,200.00 |
| 54,200 lbs. | Metal Reinforcement | 0.12 | 6,504.00 |
| All Required | Structural Steel | | 43,200.00 |
| All Required | Electrical Work | | 1,000.00 |
| | Subtotal | | $109,364.00 |
| | 10% Engr. & Cont. | | 10,936.40 |
| | Total | | $120,300.40 |

Length of Structure 0.000 Mile

### SUMMARY OF FUNDS

| Description | Total Cost | Federal Funds | State Funds |
|---|---|---|---|
| Roadway | $ 53,290.60 | $ 32,848.00 | $20,442.60 |
| Structure | 120,300.40 | 74,152.00 | 46,148.40 |
| | $173,591.00 | $107,000.00 | $66,591.00 |

Oregon State Highway Department

Federal Aid Project
No. UI-323(19)

## N. E. 12TH AVENUE UNDERCROSSING SECTION OF THE T. H. BANFIELD EXPRESSWAY IN MULTNOMAH COUNTY

(Estimate to accompany plans and specifications. Not as a basis for project agreement.)

Salem, Oregon, June 26, 1956

**Type Code 0010**
**Roadway (Sta. 44+20 to Sta. 46+18)**

| | | | |
|---|---|---|---|
| 700 cu. yds. | Structural Excavation | $ 5.00 | $ 3,500.00 |
| 6,000 lin. ft. | Furnish Treated Timber Piling | 1.40 | 8,400.00 |
| 150 only | Drive Timber Piles | 45.00 | 6,750.00 |
| 300 cu. yds. | Class "A" Concrete | 70.00 | 21,000.00 |
| 45,800 lbs. | Metal Reinforcement | 0.12 | 5,496.00 |
| 4,400 cu. yds. | General Excavation, Unclassified | 0.75 | 3,300.00 |
| | Subtotal | | $ 48,446.00 |
| | 10% Engr. & Cont. | | 4,844.60 |
| | Total | | $ 53,290.60 |

Length of Roadway 0.038 mile
Cost of Roadway per mile $1,402,384.21

**Type Code X731**
**NE 12th Ave. Undercrossing (Sta. 45+46.74)**

| | | | |
|---|---|---|---|
| All Required | Revise Existing Viaduct | | $ 30,000.00 |
| All Required | Shoring, Cribbing, Etc. | | 5,000.00 |
| 150 cu. yds. | Structural Excavation | $ 5.00 | 750.00 |
| 40 cu. yds. | Excavation Below Elevation Shown | 20.00 | 800.00 |
| 1,390 lin. ft. | Furnish Treated Timber Piling | 1.40 | 1,946.00 |
| 52 only | Drive Timber Piles | 45.00 | 2,340.00 |
| 260 cu. yds. | Class "A" Concrete | 70.00 | 18,200.00 |
| 54,200 lbs. | Metal Reinforcement | 0.12 | 6,504.00 |
| All Required | Structural Steel | | 43,200.00 |
| All Required | Electrical Work | | 1,000.00 |
| | Subtotal | | $109,740.00 |
| | 10% Engr. & Cont. | | 10,974.00 |
| | | | $120,714.00 |

Length of Structure 0.000 mile

### SUMMARY OF FUNDS

| Description | Total Cost | Federal Funds | State Funds |
|---|---|---|---|
| Roadway | $ 53,290.60 | $ 32,770.00 | $20,520.60 |
| Structure | 120,714.00 | 74,230.00 | 46,484.00 |
| | $174,004.60 | $107,000.00 | $67,004.60 |

RECEIVED
AUG 14 1956
FOR FILING

ICT-323 (14)

4770

August 13, 1956

General Construction Company
4850 N. E. Front Ave.
Portland, Oregon

Gentlemen:

We enclose herewith for your files two fully executed copies of contracts awarded to you by the State Highway Commission, as follows:

Contract No. 4755, covering the Astoria-Megler Ferry Terminal on the Oregon Coast Highway in Clatsop County.

Contract No. 4770, for structure and grading on the N. E. 12th Avenue Undercrossing Section of the T. H. Banfield Expressway in Multnomah County.

We are also sending copies of these contracts to the surety on your performance bonds.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encls.

A

RECEIVED
JUL 17 1956
FOR FILING

11I-323 (19)

4770

July 16, 1956

General Construction Co.
P. O. Box 3660
Portland 8, Oregon

Gentlemen:

The State Highway Commission on July 15, 1956 awarded to you State Highway Contract No. 4770 for construction of certain replacements on the Banfield Expressway Undercrossing of N. E. 12th Avenue on the T. H. Banfield Expressway in Multnomah County.

This award was based on your bid of $145,024 which was the low bid submitted to the Commission on that day for this project. Contract forms will be sent to you for execution within the next few days.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

mm

cc: Forrest Cooper
S. H. Probert
R. G. Savage, SIAC
P. M. Stephenson

RECEIVED
JUL 18 1956
FOR FILING

UI-323 (19)
OREGON DISTRICT

4770

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

408 STATE HIGHWAY BLDG.
SALEM, OREGON

08-35

July 13, 1956

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

This is to advise of our prior verbal concurrence as of this date in award of contract No. 4770 for Oregon Project UI-323(19), N.E. 12th Avenue Undercrossing on the T. H. Banfield Expressway, to General Construction Company of Portland, Oregon, low bidder in the amount of $145,024.00 at the July 13, 1956 bid opening.

Very truly yours,

C G Polk
C. G. POLK
District Engineer

NOTED
G. S. PAXSON

RECEIVED
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FOR FILING
OREGON DIS

UI-323 (19)

4770

DEPARTMENT OF COMMERCE
**BUREAU OF PUBLIC ROADS**
DIVISION EIGHT

408 STATE HIGHWAY BLDG.
SALEM, OREGON

June 27, 1956

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

We have today approved the P. S. and E. documents for Oregon Project UI-323(19), N.E. 12th Avenue Undercrossing Section of the T. H. Banfield Expressway. This is to authorize your advertising for bids.

Concurrence in award of contract will be withheld pending notification that all rights-of-way or rights-of-entry have been acquired.

Very truly yours,

CGPolk
C. G. POLK
District Engineer

RECEIVED
JUL 10 1956
STATE H [illegible] ION

34-1001 Installation of roadway illumination on Wilson River Highway. 1956

4771

RECEIVED
APR 24 1957
FOR FILING

OREGON STATE HIGHWAY DEPARTMENT
(date)
April 22, 1957

| | | | |
|---|---|---|---|
| (CONTRACT NO.) 24-7001 | (EST. NO.) | (CONTRACTOR) | |
| 4771 | 4-Final | W. R. Grasle Company | |
| (VOUCHER NO.) | (WARRANT NO.) | (AMOUNT) | (DATE) |
| 8398 | H-178774 | $ 2,896.63 | 4/22/57 |

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

Ruth Rawlings
ACCOUNTING DIVISION

---

Specified completion Date: 90 Workdays from 7-23-56

Time Extensions: None

Completion Date: Mar. 29, 1957

Date Accepted: Apr. 19, 1957

Penalties: None of record

Claims: None of record

Remarks:

---

Date: Apr. 23, 1957

To the Accounting Division:

Release of the above warrant is hereby authorized

H B Glaisyer
H. B. Glaisyer
Secretary

Warrant Mailed: APR 23 1957

NOTED ON CARD

Ruth Rawlings

RECEIVED
APR 15 1957
FOR FILING

34-1001

4771

April 11, 1957

**CERTIFIED MAIL**

General Casualty Company of America
Portland Service Office
209 S. W. Fourth Ave.
Portland 4, Oregon

Attention: Mr. G. H. Burnett

Dear Sir:

State Highway Contract No. 4771 illumination on the Banks-North Plains Section of the Wilson River Highway in Washington County was completed by the contractor, W.R. Grasle, on March 29, 1957 but has not as yet been accepted by the Highway Commission.

Final payment in the amount of $2,896.63 will be paid after acceptance by the Commission. The total contract amount is $22,450.25 and no force account work was performed on the project.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

NOTED ON CARD

A

RECEIVED
AUG 14 1956
FOR FILING

34-[illegible]

4771

August 13, 1956

E. R. Orasle Company
437 N. W. 16th Ave.
Portland, Oregon

Gentlemen:

We enclose herewith for your files two fully executed copies of contracts awarded to you by the State Highway Commission on July 13, as follows:

Contract No. 4769, for traffic signal and illumination on the East Burnside Intersection of the Mt. Hood Highway in Multnomah County.

Contract No. 4771, for illumination installation on the Banks-North Plains Section of the Wilson River Highway in Washington County.

We are also sending copies of these contracts to the surety on your performance bonds.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encls.

RECEIVED
JUL 17 1956
FOR FILING

54-1001

4771

July 16, 1956

W. R. Grasle Co.
437 N. W. 16th Avenue
Portland, Oregon

Gentlemen:

The State Highway Commission on July 13, 1956 awarded to you State Highway Contract No. 4771 for installation of roadway illumination on Wilson River Highway at the Banks Interchange and at the North Plains Interchange in Washington County.

This award was based on your bid of $23,347 which was the low bid submitted to the Commission on that day for this project. Contract forms will be sent to you for execution within the next few days.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

mm

cc: Forrest Cooper
S. H. Probert
R. G. Savage, SIAC
P. M. Stephenson

2-11(b) South Unit, Vale-Grand 1956
[illegible]

Form A-190--1034--6-37

NOTED
V R JONES

NOTED
Harold C. Ayers

INVOICE

## Oregon State Highway Department

SALEM, OREGON

[illegible]
[illegible]

[illegible] County Court

NOTED
John F. Hagemann

Invoice No. 53845

Date December 23, 1957

Your Req. No.

Billing Request No. ec 377

Credit Distribution 523-1070-297

[illegible]

## ACKNOWLEDGMENT OF BILLING REQUEST

State Printing 4396

Cash Received with Request: $..........

By ..........

NOTED
JOHN D. GRAHAM

John F. Hagemann
Asst. Engr., County & City Relations

JFH:mm
Att.

NOTED
JOHN D. GRAHAM

NOTED
C. G. SWENSON

NOTED
V. R. JONES

December 20, 1957

NOTED
Harold C. Ayers

Malheur County Court
Courthouse
Vale, Oregon

NOTED
John F. Hagemann

Gentlemen:

Final costs are now available for the North and South Units of the Vale-Grand Avenue Section of FAS 515. As per the attached cost statements refunds of $2,832.53 and $697.65 for the respective units are due the County. These refunds will be made by our accounting division within the next few days.

Very truly yours,

W. C. Williams
State Highway Engineer

By

John F. Hagemann
Asst. Engr., County & City Relations

JFH:mm
Att.

NOTED
JOHN D. GRAHAM

NOTED
C. G. SWENSON

COMPLETED 7/26/57
ITEMIZED STATEMENT OF FINAL COSTS

OREGON STATE HIGHWAY DEPARTMENT

County Malheur Contract No. 4772 Date 12/20/57

FAS 515 Section South Unit, Vale-Grand Avenue

PAYMENTS TO CONTRACTOR

| Item | Unit | Unit Price | Total Qty. | Total Cost |
|---|---|---|---|---|
| Payments to contractor as per attached tabulation.................. | | | | $119,530.35 |
| Furnish and place traffic signs.................. | | | | 45.34 |
| Construction engineering.................. | | | | 10,329.00 |
| TOTAL CONSTRUCTION COSTS.................. | | | | $129,904.69 |
| FEDERAL FUNDS COLLECTED FOR PROJECT.................. | | | | $ 79,000.00 |

AGREED COUNTY SHARE OF TOTAL COSTS
(50% of difference between total cost and federal funds)

($129,904.69 - $79,000) X 1/2 = $25,452.35

| | |
|---|---|
| County Advance Deposit........... | $26,150.00 |
| Less County Share............... | 25,452.35 |
| REFUND DUE COUNTY............... | $ 697.65 |

JFH:mm

STATE OF OREGON, To C. E. [illegible], Dr.

Malheur Postoffice address Nyssa, Oregon

Lytle Blvd. Work done to July 26, 1957

S. Unit, Vale-Grand Ave. Prefix No 523-1070-201(41)

| ITEM | Unit | Unit Prices | Total Quantities To Date | Total Amount To Date | Previous | |
|---|---|---|---|---|---|---|
| 1. Clearing and grubbing | all | 1000.00 | 100% | 1,000.00 | 1,000.00 | - |
| 2. Drainage excav., unclass. | c.y. | 2.00 | 389.5 | 779.00 | 842.60 | [illegible] |
| 3. Special borrow excav., unclass. | c.y. | .40 | 4,281.6 | 1,712.64 | 1,704.28 | [illegible] |
| 4. General excav., unclass. | c.y. | .26 | 60,601.8 | 15,756.47 | 15,720.87 | [illegible] |
| 5. Short overhaul | yd.sta. | .01 | 66,646.9 | 666.47 | 666.47 | - |
| 6. Long overhaul | C-yd.sta. | .50 | 457 | 228.50 | 228.50 | - |
| 7. Truck haul | yd.mi. | .15 | 3,404.4 | 510.66 | 510.66 | - |
| 8. Finishing roadbed and slopes | mile | 450.00 | 5.25 | 2,362.50 | 2,362.50 | - |
| 9. 18" concrete pipe | l.f. | 3.00 | 501 | 1,503.00 | 1,503.00 | - |
| 10. 24" concrete pipe | l.f. | 4.20 | 273 | 1,146.60 | 1,146.60 | - |
| 11. Salvaging culvert pipe | l.f. | 1.00 | 30 | 30.00 | 30.00 | - |
| 12. Gravel in cushion course | c.y. | .40 | 8,865.5 | 3,546.20 | 3,546.20 | - |
| 13. Hauling cushion course material | yd.mi. | .15 | 13,429.5 | 2,014.43 | 2,014.43 | - |
| 14. Crusher-run material in base | c.y. | 1.30 | 21,757.5 | 28,284.75 | 28,284.75 | - |
| 15. 3/4"-0 material in base | c.y. | 2.25 | 5,534 | 12,451.50 | 12,451.50 | - |
| 16. Sprinkling | M/gal | 2.50 | 4,056 | 10,140.00 | 10,140.00 | - |
| 17. Preparation of base | mile | 100.00 | 5.25 | 525.00 | 525.00 | - |
| 18. 3/4" -0 material in binder course | c.y. | 3.00 | 824 | 2,472.00 | 2,472.00 | - |
| 19. Furn. and plac. aggregates | c.y. | 3.25 | 3,173 | 10,312.25 | 10,312.25 | - |
| 20. MC-2 asphalt | ton | 52.50 | 95.02 | 4,988.55 | 4,988.55 | - |
| 21. 150-200 asphalt | ton | 50.00 | 224.28 | 11,214.00 | 11,214.00 | - |
| 22. RS-1 asphalt | ton | 53.00 | 68.46 | 3,628.38 | 3,628.38 | - |
| PA#1 Furn. & install. 18" C.M.P., coated | l.f. | 3.00 | 312 | 936.00 | 936.00 | - |
| PA#2 Load & place spec. borrow pit-run gravel | c.y. | .50 | 4,667 | 2,333.50 | 2,333.50 | - |
| [illegible]2 Spec. borrow haul pit-run gravel | yd.mi. | .15 | 5,714 | 857.10 | 857.10 | - |
| Force Account | | | | 130.85 | 130.85 | - |
| | | | Totals | 119,530.35 | 119,549.99 | -19.64 |
| | | | 6 % Retained | — | 3,586.50 | 3,586.50 |
| | | | Total Payments | [illegible] | 115,963.49 | [illegible] |

Audited and approved by

Period covered To 7/26/57

|  |  |  |  |  |  |  |
|---|---|---|---|---|---|---|
| 2. Drainage excav., unclass. | c.y. | 2.00 | 389.5 | 779.00 | 842.60 |  |
| 3. Special borrow excav., unclass. | c.y. | .40 | 4,281.6 | 1,712.64 | 1,704.28 |  |
| 4. General excav., unclass. | c.y. | .26 | 60,601.8 | 15,756.47 | 15,720.87 |  |
| 5. Short overhaul | yd.sta. | .01 | 66,646.9 | 666.47 | 666.47 | - |
| 6. Long overhaul | C-yd.sta. | .50 | 457 | 228.50 | 228.50 | - |
| 7. Truck haul | yd.mi. | .15 | 3,404.4 | 510.66 | 510.66 | - |
| 8. Finishing roadbed and slopes | mile | 450.00 | 5.25 | 2,362.50 | 2,362.50 | - |
| 9. 18" concrete pipe | l.f. | 3.00 | 501 | 1,503.00 | 1,503.00 | - |
| 10. 24" concrete pipe | l.f. | 4.20 | 273 | 1,146.60 | 1,146.60 | - |
| 11. Salvaging culvert pipe | l.f. | 1.00 | 30 | 30.00 | 30.00 | - |
| 12. Gravel in cushion course | c.y. | .40 | 8,865.5 | 3,546.20 | 3,546.20 | - |
| 13. Hauling cushion course material | yd.mi. | .15 | 13,429.5 | 2,014.43 | 2,014.43 | - |
| 14. Crusher-run material in base | c.y. | 1.30 | 21,757.5 | 28,284.75 | 28,284.75 | - |
| 15. 3/4"-0 material in base | c.y. | 2.25 | 5,534 | 12,451.50 | 12,451.50 | - |
| 16. Sprinkling | M/gal | 2.50 | 4,056 | 10,140.00 | 10,140.00 | - |
| 17. Preparation of base | mile | 100.00 | 5.25 | 525.00 | 525.00 | - |
| 18. 3/4" -0 material in binder course | c.y. | 3.00 | 824 | 2,472.00 | 2,472.00 | - |
| 19. Furn. and plac. aggregates | c.y. | 3.25 | 3,173 | 10,312.25 | 10,312.25 | - |
| 20. MC-2 asphalt | ton | 52.50 | 95.02 | 4,988.55 | 4,988.55 | - |
| 21. 150-200 asphalt | ton | 50.00 | 224.28 | 11,214.00 | 11,214.00 | - |
| 22. RS-1 asphalt | ton | 53.00 | 68.46 | 3,628.38 | 3,628.38 | - |
| PA1 Furn. & install. 18" C.M.P., coated | l.f. | 3.00 | 312 | 936.00 | 936.00 | - |
| PA2 Load & place spec. borrow pit-run gravel | c.y. | .50 | 4,667 | 2,333.50 | 2,333.50 | - |
| PA3 Spec. borrow haul pit-run gravel | yd.mi. | .15 | 5,714 | 857.10 | 857.10 | - |
| Force Account |  |  |  | 130.85 | 130.85 | - |
|  |  |  |  |  |  |  |

|  |  |  |  |  |
|---|---|---|---|---|
| Audited and approved by | Totals | 119,530.35 | 119,549.99 | -19.64 |
| Period covered To 9/26/37 | 0 % Retained | - | 3,586.50 | 3,586.50 |
| Item Cont. 4772 - Est. 10 Final | Total Payments | 119,530.35 | 115,963.49 | 3,566.86 |

Computed by J. Cain Checked by

g kraeck

To be paid contractors, this estimate, $3,566.86

Engineer [illegible] Oliver

Previous Voucher No. [illegible]

State Printing

[illegible]

FAS 515 County Malheur Contract No. ______

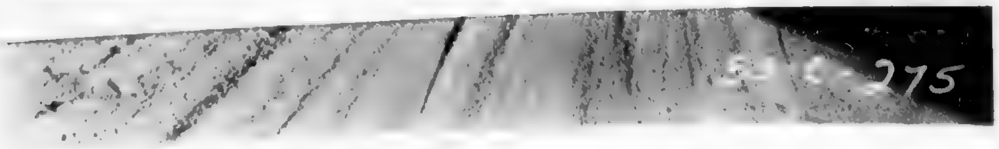
Section [illegible]

Location [illegible]

59-C-97

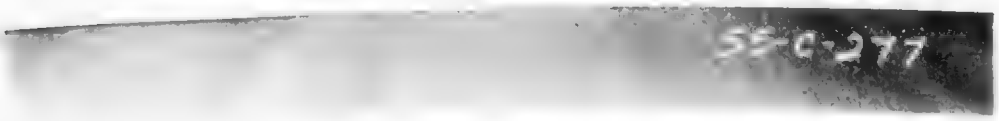
59-C-98

55-C-276



55-C-275

55-C-274



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1955 - 1957

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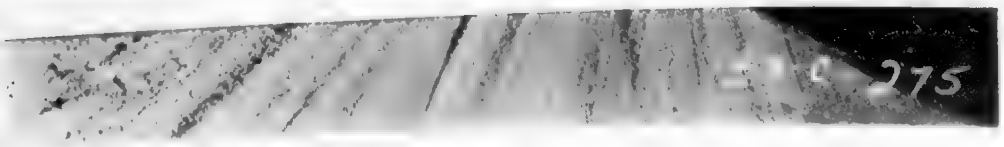
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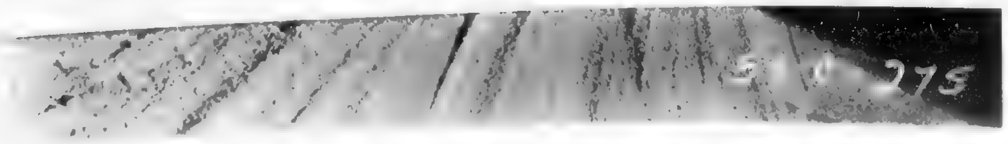
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55-C-277

1955 & 1959

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55-C-275

55-C-274

55-C-277

1955 & 1959

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[illegible]

55-C-274

55-C-277

1955 + 1959

[illegible] St.

F
S
I
-

W. C. Williams

W. C. WILLIAMS

April 17, 1958

## FINAL COST ANALYSIS

S. Unit, Vale-Grand Avenue
Contract No. 4772

Grading and Oiling
C. E. Leseburg, Contractor
Keats Oliver, Resident Engineer

Lytle Boulevard
Prefix No. 523-1070

| Item | Quantity | Unit | Unit Bid | Unit Cost | Total Cost | Gross Revenue |
|---|---|---|---|---|---|---|
| 1. Clearing and Grubbing | 100% | All | $ 1,000 | $870.12 | $ 870.12 | $ 1,000.00 |
| 2. *Drainage Excavation, Unclassified | 389.5 | Cu. Yds. | 2.00 | 1.96 | 766.12 | 779.00 |
| 3. Special Borrow Excavation, Unclassified | 4,281.6 | Cu. Yds. | .40 | .35 | 1,488.28 | 1,712.64 |
| 4. General Excavation, Unclassified | 60,601.8 | Cu. Yds. | .26 | .25 | 15,369.30 | 15,756.47 |
| 5. Short Overhaul | 66,646.9 | Yd. Stas. | .01 | .098 | 650.09 | 666.47 |
| 6. Long Overhaul | 457 | C-yd. Stas. | .50 | .49 | 224.95 | 228.50 |
| 7. Truck Haul | 3,404.4 | Yd. Miles | .15 | .156 | 530.24 | 510.66 |
| 8. Finishing Roadbed and Slopes | 5.25 | Miles | 450.00 | 391.05 | 2,053.02 | 2,362.50 |
| 9. 18" Concrete Pipe | 501 | Lin. Ft. | 3.00 | 2.98 | 1,496.46 | 1,503.00 |
| 10. 24" Concrete Pipe | 273 | Lin. Ft. | 4.20 | 4.18 | 1,142.75 | 1,146.60 |
| 11. Salvage Culvert Pipe | 30 | Lin. Ft. | 1.00 | .87 | 26.09 | 30.00 |
| 12. Gravel in Cushion Course | 8,865.5 | Cu. Yds. | .40 | .35 | 3,081.66 | 3,546.20 |
| 13. Hauling Cushion Course Material | 13,429.5 | Yd. Miles | .15 | .156 | 2,091.64 | 2,014.43 |
| 14. Crusher-run Material in Base | 21.757.5 | Cu. Yds. | 1.30 | 1.37 | 29,742.96 | 28,284.75 |
| 15. 3/4"-0 Material in Base | 5,534 | Cu. Yds. | 2.25 | 2.19 | 12,134.52 | 12,451.50 |
| 16. Sprinkling | 4,056 | M/gal. | 2.50 | 2.39 | 9,710.57 | 10,140.00 |
| 17. Preparation of Base | 5.25 | Miles | 100.00 | 86.89 | 456.22 | 525.00 |
| 18. 3/4"-0 Mat'l in Binder Course | 824 | Cu. Yds. | 3.00 | 2.84 | 2,343.84 | 2,472.00 |
| 19. Furn. and Place Aggregates | 3,173 | Cu. Yds. | 3.25 | 3.06 | 9,710.38 | 10,312.25 |
| 20. MC-2 Asphalt | 95.02 | Tons | 52.50 | 44.53 | 4,231.65 | 4,988.55 |
| 21. 150-200 Asphalt | 224.28 | Tons | 50.00 | 42.15 | 9,455.21 | 11,214.00 |
| 22. RS-1 Asphalt | 68.46 | Tons | 53.00 | 42.26 | 2,893.50 | 3,628.38 |

| Item | Quantity | Unit | Unit Bid | t Cost | Total Cost | Gross Revenue |
|---|---|---|---|---|---|---|
| PA # 1 Furnish and Install 18" C.M.P., Coated | 312 | Lin. Ft. | $ 3.00 | $ 3.08 | $ 962.06 | $ 936.00 |
| PA #2 Load and Haul Special Borrow Pit-Run Gravel | 4,667 | Cu. Yd. | .50 | .44 | 889.96 | 2,333.50 |
| PA #2 Special Borrow Haul Pit-Run Gravel | 5,714 | Yd. Miles | .15 | .155 | 889.96 | 857.10 |
| Force Account (State participation in Flagging) | | | | | 130.85 | 130.85 |
| | | | | | $114,480.25 | $119,530.35 |

| | |
|---|---|
| Gross Revenue | $119,530.35 |
| Total Cost | 114,480.25 |
| Net Profit | $ 5,050.10 |

Net Profit Equals 4.22% of Gross Revenue.

# DETAIL OF COST

LABOR:

| | | |
|---|---|---|
| Labor and Supervision | $31,480.29 | |
| Labor Insurance | 2,263.35 | |
| | | $33,743.64 |

EQUIPMENT RENTAL AND MISC. SUPPLIES:

| | | |
|---|---|---|
| Equipment Rental, Owned | $36,790.50 | |
| Equipment Rental, Hired | 8,427.81 | |
| Gas, Oil, and Grease | 8,875.11 | |
| Freight | 998.08 | |
| P.U.C. | 362.73 | |
| Small Tools and Misc. Supplies | 1,262.54 | |
| Move In | 2,030.44 | |
| P.L. and P.D. | 1,354.97 | |
| Bond | 678.11 | |
| Home Office and General Overhead | 1,513.92 | |
| | | $62,294.21 |

MATERIALS:

| | | | | | | |
|---|---|---|---|---|---|---|
| 18" Concrete Pipe | 501 | L.F. | At | $ 2.36 | $ 1,182.36 | |
| 24" Concrete Pipe | 273 | L.F. | " | 3.33 | 909.09 | |
| MC-2 Asphalt (Incl. Freight) | 95.02 | Tons | " | 40.85 | 3,881.84 | |
| 150-200 Asphalt, (Incl. Freight) | 224.28 | Tons | " | 38.54 | 8,645.05 | |
| RS-1 Asphalt, (Incl. Freight) | 68.46 | Tons | " | 38.65 | 2,645.98 | |
| 18" Corr. Metal Pipe | 312 | L.F. | " | 2.85 | 889.20 | |
| 18" Corr. Metal Pipe Bands | 12 | Each | " | 2.85 | 34.20 | |
| | | | | | | $18,187.72 |

| | |
|---|---|
| Uptograph Contracting Company (Labor and Equipment Rental) | 254.68 |
| | $114,225.57 |

Crushing Breakdown

| | Quantity | Unit | | Cost | Unit Cost |
|---|---|---|---|---|---|
| Move In | 31,266.5 | Cu. Yd. | | $ 1,010.64 | $0.032 |
| Feeding | " | " | " | 5,636.83 | 0.18 |
| Crushing | " | " | " | 13,937.15 | 0.445 |
| Haul to Stockpile and Road | " | " | " | 10,535.03 | 0.336 |
| Load from Stockpile | " | " | " | 1,020.62 | 0.037 |
| | | | | $32,140.27 | $1.03 |

The crushing plant operated 324 hours for an average production of 96.5 cubic yards per working hour.

Remarks:

This was a "Federal Aid Secondary Project" consisting of the construction of 5.25 miles of highway roadbed, involving 64,[illegible].4 cubic yards of excavation; the construction of 5.25 miles of cushion course, involving 8,365.5 cubic yards of pit-run gravel materials; the construction of 5.25 miles of stone base and shoulders, involving 27,291.5 cubic yards of crushed materials; and the construction of 5.25 miles of Type O-11 oil mat wearing surface with binder course on the S. Unit, Vale-Grand Avenue Section of Lytle Boulevard in Malheur County.

This project was bid June 5th, 1956, awarded July 16th, 1956 and completed July 26th, 1957.

The contractor began work on this project Thursday, August 9th, 1956, using one D-8 dozer to construct a haul road from the alignment to the gravel deposit and stripping overburden. He also had a No. 12 Caterpillar grader on clearing and grubbing operations.

Excavation and grading operations were begun August 27th, using two rented DW 20 scrapers, one D-8 push cat and one grader. Excavated materials were very dry, making it difficult to get good compaction without the use of an extra quantity of water. One water truck was used the first week and was then augmented with a second in order to keep up with the grading.

The contractor finished sufficient grade between stations 568 and 593 to begin hauling and placing the gravel cushion course. The pit-run gravel was loaded by a ½ cu. yd. shovel into trucks for hauling.

The contractor moved off the project October 12th after finishing the road, from the north end of the project to Enterprise Avenue, to grade and with 2 inches of cushion course placed. A detour was also constructed on the section between Enterprise and Grand Avenue before the contractor moved out.

The contractor moved in again on March 18th, 1957, using one D-8 dozer to strip the gravel deposit located 0.5 mile easterly of Station 587+50 and to construct haul road and one dozer to continue clearing on the right of way on the Enterprise-Grand Avenue area. One D-8 and scraper was used on grading.

Several soft spots developed in the grade and had to be dug out and backfilled with special borrow, which was located right of centerline Station 647+00 and acquired from Mr. Draper, a local farmer.

The second cat and scraper was put to work on the grade April 14th, 1957. Parts of the crushing plant were also moved in but not assembled until May 17th.

April 26th the contractor moved off the job again with his equipment because the grade was too soft to work, and he also had another contract to complete.

Remarks (Cont'd):

A grader was moved onto the project again May 15th to reshape the grade, pull ditches and prepare to grade for future operations.

May 20th the placing of cushion course was begun but had to be discontinued because of the grade beginning to give away under traffic.

Crushing of oil rock was started May 27th and continued to June 7th, when a changeover was made to 3/4"-0. All material was stockpiled for future use. Crushing of base rock was started Wednesday, June 19th.

The crushing, hauling and placing of base and level course was completed July 11th and binder shot and course placed Saturday. The placing of oil mat was completed the following week.

A small profit was made by the contractor, with the largest percentage made on the asphalts. Russell Olson's distributor was hired to shoot the oils. A loss was incurred on the base rock due to adverse weather conditions of soft grade and resulting poor compaction.

M. N. Juve
Chief Cost Analyst

By . . Gordon K. Hanson

RECEIVED
DEC 2 1957
FOR FILING

OREGON STATE HIGHWAY DEPARTMENT
(date)
November 27, 1957

| | | | |
|---|---|---|---|
| (CONTRACT NO.) | (EST. NO.) | (CONTRACTOR) | |
| 4772 | 10 Final | C. F. Laseberg | |
| (VOUCHER NO.) | (WARRANT NO.) | (AMOUNT) | (DATE) |
| 26893 | H197534 | $3,566.86 | 11-27-57 |

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

Gertrude Chapweske
ACCOUNTING DIVISION

---

Specified completion Date: **July 15, 1957**

Time Extensions: **July 26, 1957**

Completion Date: **July 26, 1957**

Date Accepted: **Sept. 12, 1957**

Penalties: **None of record**

Claims: **None of record**

Remarks:

---

Date: **Nov. 29, 1957**

To the Accounting Division:

Release of the above warrant is hereby authorized

H B Glaisyer
H. B. Glaisyer
Secretary

Warrant Mailed:
NOV 29 1957
GC

NOTED ON CARD
cm

RECEIVED
NOV 6 1957
FOR FILING

Nov. 6, 1957

**CERTIFIED MAIL**

General Casualty Company of America
Portland Service Office
209 S. W. Fourth Ave.
Portland 4, Oregon

Attention: O. H. Burnett

Gentlemen:

State Highway Contract No. 4772 for grading and oiling on the S. Unit, Vale-Grand Avenue Section of Lytle Boulevard in Malheur County was completed by the contractor, C. E. Leseberg, on July 26, 1957, and was formally accepted by the Highway Commission on Sept. 12, 1957.

Final payment in the amount of $3,566.86 will be released to the contractor on or after Nov. 16, 1957. The total contract amount is $119,530.35, of which amount $130.85 represents force account items.

The State is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the State assumes no responsibility for such claims should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

NOTED ON CARD

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FOR FILING

[illegible]

4772

October 23, 1957

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

This is to advise you that work was completed on July 26, 1957, on Contract No. 4772, South Unit, Vale-Grand Avenue Section, in Malheur County, in connection with Federal Aid Project No. S-21(4).

Very truly yours,

W. C. Williams
State Highway Engineer

By

D. B. Probert
Office Engineer

CC: Clarence G. Swanson
DBP:lmr

NOTED
Harold C. Ayers

September 24, 1957

NOTED
V. R. JONES

Malheur County Court
Courthouse
Vale, Oregon

NOTED
John F. Hagemann

Gentlemen:

This is to advise you that work on Contract No. 4772, South Unit, Vale-Grand Avenue Section of FAS 515, was completed on July 26, 1957.

Under the terms of the maintenance agreement signed by the Court on May 28, 1956, and by the Highway Commission on June 5, 1956, the County assumed maintenance of and continued jurisdiction over the above project as of the date of completion.

Very truly yours,

W. C. Williams
State Highway Engineer

By

C. G. Swenson
Engineer, County and City Relations

JDG:mm

NOTED
JOHN D. GRAHAM

NOTED
C. G. SWENSON

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SEP 18 1957
FOR FILING

4772

Sept. 18, 1957

CERTIFIED MAIL

General Casualty Co. of America
Portland Service Office
209 S. W. Fourth Ave.
Portland 4, Oregon

Attention: G. H. Burnett

Gentlemen:

The State Highway Commission is prepared to release semi-final payment to C. E. Lesseberg in connection with Contract No. 4772, for grading and oiling on the S. Unit, Vale-Grand Ave. Section (Lytle Boulevard) in Malheur County. This payment, in the amount of $741.31, will be released to the contractor on or after Sept. 28, 1957. The retained percentage is $3,586.50.

The State is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the State assumes no responsibility for such claims should there be any.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

em

NOTED ON CARD

FORM E-123

COMMISSIONERS
CHAS. H. REYNOLDS, CHAIRMAN
LA GRANDE
M. K. McIVER, MEMBER
PORTLAND
ROBERT B. CHESSMAN, MEMBER
ASTORIA
H. B. GLAISYER, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

W. C. WILLIAMS
STATE HIGHWAY ENGINEER
FORREST COOPER
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
COUNSEL

RECEIVED
SEP 16 1957
FOR FILING

4772

Sept. 16, 1957

C. E. Lassberg
201 Reece St.
Nyssa, Oregon

Dear Sir:

The State Highway Commission at its meeting held on Sept. 12, 1957 had under discussion your request for an extension of time from July 15, 1957 to July 26, 1957 within which to complete your contract No. 4772, for the S. Unit, Vale-Grand Avenue Section of Lytle Boulevard in Malheur County.

We are pleased to inform you that the State Highway Commission granted your request. The Commission's action was based upon the recommendation of the State Highway Engineer, whose report on the subject considered but did not necessarily adopt any of the reasons given by you for failure to complete the project within the specified time limit.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

em

cc: Tom Edwards
A. F. Parson
Keats Oliver

NOTED ON CARD
em

RECEIVED
AUG 21 1957
FOR FILING
8-21(4)
4772

August 20, 1957

CERTIFIED MAIL

General Casualty Co. of America
Portland Service Office
209 S. W. Fourth Ave.
Portland 4, Oregon

Attention: Mr. G. H. Burnett

Gentlemen:

It is the intention of the State Highway Commission to release to C. E. Leseberg a portion of the funds heretofore retained by the Commission on Contract No. 4772, for grading and oiling on the S. Unit, Vale-Grand Ave. Section of the Lytle Boulevard Road in Malheur County.

This payment, in the amount of $54,742.27, reduces the retained percentage to 3% of the total amount earned by the contractor, or the sum of $3,563.57. The present payment will be released on or after August 30, 1957.

The State is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the State assumes no responsibility for such claims should there be any.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

[illegible]

NOTED ON CARD

RECEIVED
AUG 21 1957
FOR FILING

August 20, 1957

Oregon State Highway Commission

Request for extension of time
No. 1
September 12 and 13 meeting

Gentlemen:

Herewith is a request from C. E. Lessberg for an extension of time on the South Unit, Vale-Grand Avenue Section, Lytle Boulevard, Contract No. 4772, from July 15, 1957, to July 26, 1957.

Bids for this project were received on June 5, 1956, but the contract was not actually awarded until July 16, 1956. Also, a late, wet spring prevented the contractor from working at the time normally anticipated for working conditions. The contractor prosecuted the project whenever it was possible and actually completed it on July 26, 1957.

We have suffered no inconvenience or extra cost because of the overrun, and I recommend that the extension be granted without penalty.

This is not a liquidated damages contract.

Very truly yours,

W. C. Williams
State Highway Engineer

Encl.

cc Mr. Tom Edwards

EAP:ob fn

Form E-1—10M—6-56

A

4772

OREGON STATE HIGHWAY DEPARTMENT

# Field Engineer's Weekly Report

## FOR CONSTRUCTION PROJECTS ONLY

For Week Ending July 27, 1957

Section South unit, Vale - Grand Ave.

Kind of work Grading and Oiling

Highway Lytle Blvd.

Section prefix 525-1070

Contractor C. E. Leseberg

Contract number 4772

Date of contract July 15, 1956

Date of completion July 15, 1957

Date work started August 9, 1956

Estimated date of completion July 26, 1957

Project authorization $130,780.69

Exclusive of Engineering $121,480.73

Per cent of time elapsed 103.0 %

Estimated cost of completed project, exclusive of engineering $121,480.73

Estimated per cent overrun or underrun 0 %

Per cent of contract completed, based on total contract price 100 %

Engineering authorization $9,299.96

Engineering cost to date $8,500, 91.4 %

Date project was completed July 26, 1957

Wrong form

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Final seal was applied on Monday. Shaping and rolling of the shoulders was completed on Friday.

CONSTRUCTION DIVISION
RECEIVED
1957

NOTED EyB
CE CCE

Noted
[illegible]

NOTED
C. E. PAULSEN

Signed Keats Oliver

Address Keats Oliver, Box 784, Vale

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

State Printing 96633

|  | GRADING | SURFACING | MAINTENANCE MATERIALS | OIL AND BITUMINOUS MACADAM | PAVING |
|---|---|---|---|---|---|
| Miles in project | 5.25 | 5.25 |  | 5.25 |  |
| Miles partially completed |  |  |  |  |  |
| Miles completed | 5.25 | 5.25 |  | 5.25 |  |
| Total estimated quantities (contract) | 60,500 | 45,200 |  | 400 Ton<br>3,810 Yds |  |
| Total quantities corrected to date | 69,400 | 37,200 |  | 387 Ton<br>4,000 Yds |  |
| Estimated quantities moved or placed to date | " | " |  | " |  |
| Average daily quantities |  |  |  | 67 Ton<br>400 Yds |  |
| Average daily quantities necessary to complete project on time |  | Contract Completed |  |  |  |
| Number shifts per day |  |  |  | 1 |  |
| Hours per shift |  |  |  | 8 |  |
| Average force on project for week |  |  |  | 14 |  |

Men 7

Supervision 1

Men and trucks under 3 tons

Men and trucks over 3 tons 6

Men and tractors

Equipment used during week: Shovels 1, Power graders 1, Rollers 1, Mixers ........., Crushing or screening plants .........

Compressors ........., Bulldozers ........., Compaction rollers ......... Distributer 1 . . . . ........., . . . . .........

|  | WEATHER | HRS. DELAY | CAUSE OF DELAY |
|---|---|---|---|
| Sunday |  |  |  |
| Monday | Partly Cloudy |  |  |
| Tuesday | Clear and Hot |  |  |
| Wednesday | " |  |  |
| Thursday | " |  |  |
| Friday | Morning Clouds |  |  |
| Saturday | Clear and Hot |  |  |

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JUL [illegible] 1957
FOR

files

GENERAL INSURANCE COMPANY OF AMERICA
FIRST NATIONAL INSURANCE CO. OF AMERICA
SAFECO® INSURANCE CO. OF AMERICA
HOME OFFICES—SEATTLE 5, WASHINGTON

H. K. DENT
CHAIRMAN OF THE BOARD
W. L. CAMPBELL
PRESIDENT

BOISE SERVICE OFFICE
TEL: 2-5668 P. O. BOX 297
BOISE, IDAHO
121 S. 10TH STREET

4772

4772

JUNE 19, 1957

MR. FLOYD QUERY
ASS'T. SECRETARY
STATE HIGHWAY COMMISSION
STATE OF OREGON
SALEM, OREGON

NOTED
FLOYD QUERY

RE: C. E. LESEBERG, NYSSA, OREGON

DEAR MR. QUERY:

WE REGRET NOT BEING MORE SPECIFIC IN OUR INQUIRY.

ACCORDING TO OUR FILE, MR. LESEBERG OBTAINED A BOND ON JULY 31, 1956, WRITTEN IN FAVOR OF THE STATE OF OREGON. THIS WAS FOR ROAD CONSTRUCTION MALHEUR COUNTY, OREGON.

HOPE THIS INFORMATION WILL HELP IDENTIFY THE AMOUNT $94,713.96 OWING MR. LESEBERG.

$115,999.50 amt of [illegible]

YOURS VERY TRULY,

GENERAL CASUALTY COMPANY OF AMERICA

Margaret Chamberlain

MARGARET CHAMBERLAIN
SURETY DEPARTMENT

MC
ENCL. 1

RECEIVED
JUL [illegible] 1957
OREGON
STATE HIGHWAY COMMISSION

NOTED
V. R. JONES

NOTED
Harold C. Ayers

February 28, 1957

NOTED
J. F. HAGEMANN

Malheur County Court
Courthouse
Vale, Oregon

FAS 515

Gentlemen:

Enclosed is a copy of the land office decision of February 13, 1957, approving the state highway department's application for right-of-way and two material sites on the Vale-Grand Avenue section of the Vale-Owyhee County Road through government-owned lands.

This decision covers the right-of-way through public lands for the South Unit and is for your records. As stated in a letter to you dated February 26, the state highway department will make application for right-of-way through government-owned lands for the North Unit.

Very truly yours,

W. C. Williams
State Highway Engineer

By

Clarence G. Swenson
Acting Engr., County and City Relations

CGS:mm
Encl.

NOTED
JOHN D. GRAHAM

NOTED
C. G. SWENSON

FORM E-30X—25M—6-55—88209

# OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem Office
February 21, 1957

SUBJECT: File No. 24912 (Oregon 05020)
Vale-Grand Avenue Section
Vale-Owyhee County Road
Right of Way and Material Sites

To:

Mr. A. F. Parson
Division Engineer, Div. V
State Highway Department
La Grande, Oregon

Attached is a copy of the Land Office decision of February 13, 1957, approving our application, under File 24912 (Oregon 05020) for right of way and two material sites on the Vale-Grand Avenue Section of the Vale-Owyhee County Road in Malheur County. We call your attention to the fact that a cattle guard must be constructed. We assume that this will be the County's responsibility.

Three prints each of three maps showing the right of way and two material sites were sent to you with a copy of our application dated May 25, 1956.

The rendering of the decision completes the application.

R. L. PORTER
Right of Way Engineer

By
Earl F. Saling
Right of Way Office Manager

WO:ls
Encl. 1 copy decision

cc: A. F. Parson
cc: City & County Relations
with 2 decsns. & 3 prints
cc: E. A. Pease, 1 copy decsn.
& 3 prints
cc: R. L. Porter
cc: S. E. Mayhew
cc: V. DeGuire, orig. decsn. &
1 copy

RECEIVED
FEB 25 1957
ENGINEER
CO [illegible] CITY RELATIONS

COPY

File No. 24912
Vale-Grand Avenue Section
Vale-Owyhee County Road

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
Land Office
1001 N. E. Lloyd Blvd.
P. O. Box 3861
Portland 8, Oregon

Date February 13, 1957

# DECISION

Name: Oregon State Highway Department
Date Map Filed: May 28, 1956

Highway Application
Oregon 05020

## Highway Right-of-Way Approved and Use of Material Sites Permitted

The application and map filed by the above-named State for a highway right-of-way over public lands, under section 17 of the Federal Highway Act of November 9, 1921 (42 Stat. 216; 23 U.S.C. sec. 18) have been examined and found to conform to the regulations. The Public Roads Administration has determined that the land is necessary for the purpose specified in the act.

Pursuant to the above-mentioned act and the regulations thereunder (43 CFR secs. 244.54 and 244.56) the right-of-way over the public lands as shown on the above-mentioned map is approved, subject to all valid existing rights, but reserving rights-of-way for canals and ditches constructed under authority of the United States, ~~and subject to the reservation to the United States of all fissionable source materials, in accordance with the provisions of the act of August 1, 1946 (60 Stat. 755; 42 U.S.C. sec. 1801)~~ and subject further to the stipulation that the State shall not discriminate against any employee or applicant for employment because of race, creed, color or national origin and shall require an identical provision to be included in all subcontracts, and the requirement that the State construct a cattleguard, where the road enters private land in sec. 25, T. 19 S., R. 45 E., W. M., Oregon.

The material sites are located in S½SE¼ sec. 14, N½N½NW¼NE¼ sec. 23, T. 19 S., R. 45 E.; and in W½SW¼ sec. 32, T. 19 S., R. 46 E.

One tracing map showing the location of the highway and the copy hereof will be forwarded to the Director for appropriate notation of the records. Three copies hereof are being forwarded to the Public Roads Administration which agency will advise the State of the action taken.

Orig. OSHD
cc: Dir, w/maps
BPR (3) - DRM, Vale (1)
GTC:mfc

Pierce M. Rice /s/
Manager

RECEIVED
OCT 18 1956
FOR FILING

S-21 (4)

4772

October 3, 1956

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

We are forwarding two copies of project agreement, signed by the Highway Commission, for the South Unit, Vale-Grand Avenue Section, Project No. S-21(4).

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

RNC:ia

# PROJECT AGREEMENT

DESCRIPTION: (JOB, SECTION AND HIGHWAY)

South Unit, Vale-Grand Avenue
Lytle Blvd. Road
Malheur County

NATURE OF WORK:

Grade Surface [illegible]

CONTRACT NUMBER, CONTRACTOR AND DATE OF AWARD:

4772 C. E. Leseberg 7-16-56

DATE OF COMPLETION:

7-15-57

REMARKS:

CPRS-2233

FORM PR 3 (October 1954)

U. S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

State Oregon
County Malheur
Project No. S-21(4)

# PROJECT AGREEMENT FOR SECONDARY ROAD UNDER 1954 SECONDARY ROAD PLAN

MEMORANDUM OF AGREEMENT made this 28th day of Sept., 1956, by and between The Oregon State Highway Commission, constituting for the purpose hereof the Highway Department of the State of Oregon, hereinafter called the Highway Department, and the Commissioner of Public Roads, Bureau of Public Roads, Department of Commerce, hereinafter called the Commissioner, pursuant to the provisions of the Act of Congress approved July 11, 1916 (39 Stat., 355), as amended and supplemented.

WITNESSETH:

WHEREAS, the Highway Department of said State has submitted a program, which was approved on the 10th day of May, 1956, for the project hereinafter described; and

WHEREAS, the Highway Department has furnished a contract estimate or force account estimate for said project; and

WHEREAS, State or local funds have been made available for the project in accordance with the requirements of the aforesaid Act of July 11, 1916, as amended and supplemented.

NOW, THEREFORE, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Commissioner do hereby mutually agree as follows:

## WORK EMBRACED IN PROJECT

ARTICLE I. This agreement covers the following work as briefly described in the program:

Being 5.246 miles of grading, draining, and 2-lane intermediate type surfacing
(Character of work)

between Vale and Owhyhee,
(Control points)

consisting of 5.246 miles of roadway and no (Number) bridges. ~~totaling~~ ________ ~~miles in length.~~

## CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE II. The Highway Department will construct or cause to be constructed to final completion said project under its direct supervision, which shall include adequate inspection throughout the course of construction, and in accordance with the standards and procedures approved by the Commissioner under its 1954 Secondary Road Plan.

## UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE III. The United States pro rata share of the cost of the project covered by this agreement shall not in any event exceed the sum of seventy nine thousand and 00/100 dollars ($79,000.00), which does not exceed the authorized United States pro rata share of the approved total estimated cost of said project, which is one hundred twenty seven thousand, five hundred ninety nine and 45/100 dollars ($127,599.45).

Comm—DC—32551

## PAYMENTS

ARTICLE IV. As the work on said project progresses, or upon its completion, and upon receipt of vouchers from the Highway Department, the Commissioner shall from time to time submit schedules of vouchers certified by him to the Secretary of the Treasury for payment to the official or depository authorized under the laws of said State and designated by the Highway Department to receive public funds.

The Commissioner reserves the right to withhold such sums as he may deem necessary to insure completion of the work in compliance with this agreement.

## MAINTENANCE OF PROJECT

ARTICLE V. The Highway Department will be responsible for the maintenance of said project in compliance with said Act of July 11, 1916, as amended and supplemented, and will use every means within its power to insure proper and permanent maintenance thereof.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures as of the day and year first above written.

OREGON STATE HIGHWAY COMMISSION
(Official title of Highway Department)
By Ben R Chandler
Chairman, State Highway Commission
(Title)
By Chas H Reynolds
Member, State Highway Commission
(Title)
By
Member, State Highway Commission
(Title)

Attest
SECRETARY

RECOMMENDED FOR APPROVAL:
STATE HIGHWAY ENGINEER

COMMISSIONER OF PUBLIC ROADS
By
Division Engineer, Bureau of Public Roads

—33205

SEP 24 1954

August 27, 1956

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

We are enclosing four copies of estimate as a basis for project agreement for the South Unit, Vale-Grand Avenue Section, Project No. S-21(4).

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

RNC:ia

Encl.

Oregon State Highway Department

Federal Aid Secondary
Project No. S-81(4)

## SOUTH UNIT, VALE-GRAND AVENUE SECTION
## OF THE LYTLE BLVD. ROAD IN MALHEUR COUNTY

(Estimate as basis for project agreement. Based on low bid prices.)

Salem, Oregon, August 23, 1956

Type Code 5211
Roadway (Sta. 422+90 to Sta. 699+90)(Contract No. 4772)

| | | | | |
|---|---|---|---|---|
| All Required | Clearing and Grubbing | | $ 1,000.00 |
| 470 cu. yds. | Drainage Excavation, Unclassified | $ 2.00 | 940.00 |
| 3,800 cu. yds. | Special Borrow Excavation, Unclassified | 0.40 | 1,520.00 |
| 56,700 cu. yds. | General Excavation, Unclassified | 0.26 | 14,742.00 |
| 90,000 yd. sta. | Short Overhaul | 0.01 | 900.00 |
| 750 C-yd. sta. | Long Overhaul | 0.50 | 375.00 |
| 3,700 yd. mi. | Truck Haul | 0.15 | 555.00 |
| 5.25 miles | Finishing Roadbed and Slopes | 450.00 | 2,362.50 |
| 920 lin. ft. | 18" Concrete Pipe | 3.00 | 2,760.00 |
| 200 lin. ft. | 24" Concrete Pipe | 4.20 | 840.00 |
| 30 lin. ft. | Salvaging Culvert Pipe | 1.00 | 30.00 |
| 15,300 cu. yds. | Gravel in Cushion Course | 0.40 | 6,120.00 |
| 23,600 yd. mi. | Hauling Cushion Course Material | 0.15 | 3,540.00 |
| 24,000 cu. yds. | Crusher-run Material in Base | 1.30 | 31,200.00 |
| 5,900 cu. yds. | 3/4" - 0 Material in Base | 2.25 | 13,275.00 |
| 1,050 M-gal. | Sprinkling | 2.50 | 2,625.00 |
| 5.25 miles | Preparation of Base | 100.00 | 525.00 |
| 610 cu. yds. | 3/4" - 0 Material in Binder Course | 3.00 | 1,830.00 |
| 3,200 cu. yds. | Furnishing and Placing Aggregates | 3.25 | 10,400.00 |
| 100 tons | MC-2 Asphalt | 52.50 | 5,250.00 |
| 230 tons | 150-200 Asphalt | 50.00 | 11,500.00 |
| 70 tons | RS-1 Asphalt | 53.00 | 3,710.00 |
| | Subtotal | | $115,999.50 |
| | 10% Engr. & Cont. | | 11,599.95 |
| | | | $127,599.45 |

Length of Roadway 5.246 miles
Cost of Roadway per mile $25,323.18

| | |
|---|---|
| Federal Funds- - - - - - - - - - - - - - - - - - - - - - - - - | $ 79,000.00 |
| State Funds- - - - - - - - - - - - - - - - - - - - - - - - - - | 24,299.72 |
| County Funds - - - - - - - - - - - - - - - - - - - - - - - - - | 24,299.73 |
| | $127,599.45 |

State Funds for Const: Chap. 175, laws 1917; Chap. 31, laws 1920; Chap. 529, laws 1939.

Funds for Maint: Chap. 529, laws 1939.

Note: Necessary funds have been deposited with the Highway Department by Malheur County.

RECEIVED
AUG 20 1956
FOR FILING

4772

August 15, 1956

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

This is to advise you that work was started on August 9, 1956, on Contract No. 4772, South Unit, Vale-Grand Avenue Section, in Malheur County, in connection with Federal Aid Project No. S-21(4).

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Deputy State Highway Engineer

DMP:ia

RECEIVED
JUL 30 1956
FOR FILING

5-21 (4)

4772

July 27, 1956

Mr. C. E. Leseberg
201 Reece Street
Nyssa, Oregon

Dear Sir:

We enclose herewith a fully executed copy of contract No. 4772, which was awarded to you by the State Highway Commission on July 16, covering the South Unit, Vale-Grand Avenue Section of the Lytle Boulevard in Malheur County.

We are also sending a copy of this contract to the surety on your performance bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encl.

Form A-150—10M—9-55

# INVOICE

## Oregon State Highway Department

SALEM, OREGON

*Invoice No.* 46355

*Date* July 18, 1956

*Your Req. No.*

*Billing Request No.* co-254

*Credit distribution:* 523-1070-297

Malheur County
Vale, Oregon

Attention: County Court

| | |
|---|---|
| Advance Deposit | $26,150.00 |
| Partial transfer county's share total cost. South Unit, Vale-Grand Avenue section, FAS 515, Malheur County. Covered by agreement dated June 1956. Contract No. 4772 | 21,150.00 |
| To be retained | $ 5,000.00 |

RECEIVED
JUL 19 1956

ACKNOWLEDGMENT OF BILLING REQUEST

Cash Received with Request $

By GRW

State Printing 88944

John W. Cattrall
Engineer, County and City Relations

JFH:mm

NOTED
J. W. CATTRALL

NOTED
Harold C. A[illegible]

July 16, 1956

Malheur County Court
Courthouse
Vale, Oregon

NOTED
J. F. HAGEMANN

Gentlemen:

Contract No. 4772 for constructing the South Unit, Vale-Grand Avenue section of FAS 515 has been awarded to C. E. Leseberg. A copy of the contract will be forwarded as soon as available.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

John W. Cattrall
Engineer, County and City Relations

JFH:mm

NOTED
J. W. CATTRALL

June 6, 1956

NOT
Harold C. Ayers

Malheur County Court
Courthouse
Vale, Oregon

NOTED
J. F. HAGEMANN

Gentlemen:

On June 5th a satisfactory bid was received from C. E. Leseberg of Nyssa for construction of the South Unit, Vale-Grand Avenue section of FAS 515. As per the agreement between State and County an advance deposit from the county is required prior to signing a contract. The amount of this deposit is as follows:

| | | |
|---|---|---|
| Bid Items . . . . . . . . . . . . . | | $115,999.50 |
| Anticipated Add Items | | |
| Paint Cattle Guard on Oil | $ 50 | |
| Flagging | $200 | 250.00 |
| 12-1/2% Eng. & Contingencies | | 14,531.19 |
| Estimated Total Cost......... | | $130,780.69 |
| ADVANCE DEPOSIT OF 20%....... | | $ 26,150.00 |

Please make this deposit by means of a check or warrant in the amount of $26,150 payable to the Oregon State Highway Commission, forwarding same to this office. Upon receipt of this deposit and a letter certifying that all right-of-way has been obtained, a contract will be awarded.

Very truly yours,

R. H. Baldock
State Highway Engineer

Dep Recd 6/8/56

By

John W. Cattrall
Engineer, County and City Relations

JFH:mm

NOTED
J. W. CATTRALL

NOTED
Harold C. Ayers

Salem, Oregon
July 16, 1956

Award of Contract:
S. Unit, Vale-Grand Avenue
Malheur County, FAS 515

Mr. G. S. Paxson
OFFICE

NOTED
J. F. HAGEMANN

We have been advised this date by the Malheur County Judge that all right-of-way is clear on the subject project. The county's advance deposit has been in our hands since June 8th and this project is now clear for award of a contract.

John F. Hagemann
Asst. Engr., County & City Relations

JFH:mm

cc: S. H. Probert

The County of Malheur

OFFICE OF
COUNTY AUDITOR

DON C. HOSLER
Auditor

VALE, OREGON

NOTED
J. W. CATTRALL

NOTED
Harold C. Ayers

RECEIVED
JUL 1 [illegible]
LEGAL DEPT.

July 16, 1956

REFERRED
TO County and City Relations
FOR
E. F. CHIDSEY

Oregon State Highway Department
Salem, Oregon

Gentlemen:

Please be advised that excepting for one parcel all easements for right of way on the Lytle Boulevard project have been secured. The owner of this one piece of property cannot be reached and our District Attorney has filed suit for condemnation.

Sincerely,

Don Hosler
Don C. Hosler
County Auditor

RECEIVED
JUL 17 1956
STATE HIGHWAY COMMISSION

NOTED
E. F. Chidsey

RECEIVED
JUL 18 1956

RECEIVED
AUG 14 1956
FOR FILING

4772

C-21 (4)

July 16, 1956

Mr. C. E. Leseberg
2[illegible] Reece Ave.
Nyssa, Oregon

Dear Mr. Leseberg:

The State Highway Commission on June 5, 1956 accepted your proposal for grading and oiling the South Unit, Vale-Grand Avenue Section of the Lytle Blvd. Road in Malheur County for the sum of $115,999.50 and referred it to the State Highway Engineer with authority to award the contract to you as soon as certain conditions had been fulfilled. This note is to inform you that such conditions have now been satisfied and that the State Highway Engineer today awarded you the contract in conformity with the Commission's authorisation. This project has been assigned Contract No. 4772.

Contract forms are now being prepared in this office and will be mailed to you shortly for execution.

This confirms my wire to you of this date.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

mm

cc: Pacific Builder & Engineer, Inc.
2418 Third Ave.
Seattle 1, Washington

Attention: Dorothy McCormack

Forrest Cooper
S. H. Probert
R. G. Savage, SIAC

NOTED
J. Mc C.

S. R

| DOMESTIC SERVICE | |
|---|---|
| Check the class of service desired, otherwise this message will be sent as a fast telegram | |
| TELEGRAM | |
| DAY LETTER | |
| NIGHT LETTER | |

$
S
E

# WESTERN UNION
## TELEGRAM

W. P. MARSHALL, PRESIDENT

1206 (4-55)

| INTERNATIONAL SERVICE | |
|---|---|
| Check the class of service desired; otherwise the message will be sent at the full rate | |
| FULL RATE | |
| LETTER TELEGRAM | |
| SHORE SHIP | |

| NO. WDS.-CL. OF SVC. | PD. OR COLL. | CASH NO. | CHARGE TO THE ACCOUNT OF | TIME FILED |
|---|---|---|---|---|
| | | | | |

*Send the following message, subject to the terms on back hereof, which are hereby agreed to*

Salem, Oregon
July 16, 1956
1:00 p.m.

Mr. C. E. Loseberg
201 Reece Ave.
Nyssa, Oregon

Contract for grading and oiling South Unit, Vale-Grand Avenue Section, Lytle Blvd. Road, Malheur County for which you submitted low bid on June 5, 1956 awarded you today. Contract forms follow shortly.

H. B. Glaisyer, Secretary
OREGON STATE HIGHWAY COMM.

cc: Accounting (5003-900)
Files
C. W. Head

---

John F. Hagemann
Asst. Engr., County & City Relations

JFH:mm

cc: S. H. Probert

RECEIV
JUL 16 1956
OFF
STATE HIGHWAY

NOTED
G. S. PAXSON

A

RECEIVED
JUL 18 1956
FOR FILING
S-21(41)
1772

**OREGON STATE HIGHWAY DEPARTMENT**
INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
July 16, 1956

SUBJECT: Award of Contract:
S. Unit, Vale-Grand Avenue
Malheur County, FAS 515

To: Mr. G. S. Paxson
OFFICE

We have been advised this date by the Malheur County Judge that all right-of-way is clear on the subject project. The county's advance deposit has been in our hands since June 8th and this project is now clear for award of a contract.

John F. Hagemann
Asst. Engr., County & City Relations

JFH:mm

cc: S. H. Probert

RECE
JUL 16 1956
OF
STATE HIGHW

NOTED
G. S. PAXSON

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1956
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1 (4)

2

Salem, Oregon
June 8, 1956

Maintenance & Finance Agr.
Malheur County, FAS 515

Mr. John [illegible]. Cattrall
City & County Relations Engineer
Office

Attached hereto for further handling are four certified copies of a maintenance agreement and one conformed copy of a finance agreement with Malheur County covering the S. Unit, Vale-Grand Avenue Section, FAS 515.

A fully executed copy of each of the above agreements has been retained in this office for the Commission's files and one of each has been sent to the County Court of Malheur County.

Secretary

FA
Attach: 5

LDOCK
HIGHWAY ENGINEER
LLIAMS
. STATE HWY. ENGR.
FFLER
STATE HWY. ENGR.
ELD
NSEL

FORM 250—50M—2-55—82966

**OREGON STATE HIGHWAY DEPARTMENT**

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
May 31, 1956

**SUBJECT:** S. Unit, Vale-Grand Avenue Section
FAS 515, Malheur County

**To:** Mr. G. S. Paxson
OFFICE

Attached are three copies of a finance agreement covering the South Unit, Vale-Grand Avenue Section of Lytle Boulevard County Road, FAS 515 in Malheur County.

Two copies of the agreement have been signed by the County Court and, after having received your signature of approval, may be presented to the Highway Commission.

Also attached are six copies of a maintenance agreement covering the same project. After signature by the Commission please return four either fully executed or certified true copies to this office for transmittal to the Bureau of Public Roads.

Robert H. Prange
Office Engr., County & City Relations

RHP:te
Att.

Mr [illegible]
For signatures
of Commission.

APPROVED
ASST. STATE HIGHWAY ENGINEER
Date May 31, 1956

AUTHORIZED BY HIGHWAY COMMISSION
DATE 9-22-55 Minute Page 34 + Nov, 3, 1955 Minute Page 54
Secretary

RECEIVED
MAY 31 1956
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
JUN 11 1956
FOR FILING

5-21 (4)

4772

June 8, 1956

County Court of Malheur County
Court House
Vale, Oregon

Gentlemen:

We are enclosing herewith for the records and files of Malheur County one fully executed copy each of a finance and maintenance agreement between the StateHighway Commission and Malheur County covering the S. Unit, Vale-Grand Ave. Section, FAS 515.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

rn
Enc. 2

FORM E-123 50M REVISED 2-55

COMMISSIONERS
BEN R. CHANDLER, CHAIRMAN
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE
M. K. McIVER, MEMBER
PORTLAND
H. B. GLAISYER
SECRETARY

OREGON
STATE HIGHWAY DEPARTMENT
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
W. C. WILLIAMS
1ST ASST. STATE HWY. ENGR.
W. W. STIFFLER
2ND ASST. STATE HWY. ENGR.
C. W. ENFIELD
CHIEF COUNSEL

RECEIVED
MAY 28 1956
ENGINEER

NOTED
J. W. CATTRALL

NOTED
Harold C. Ayers

May [illegible], 1956

File No. 14,712—Right of way and
2 material sites
Vale-Grand Avenue Section
Vale-Owyhee County Road

Land Office
Bureau of Land Management
U. S. Dept. of the Interior
1001 N. E. Lloyd Blvd.
Portland [illegible], Oregon

Attention: Pierce [illegible] Rice, Manager

NOTED
J. [illegible]MANN

Gentlemen:

Enclosed are two identical tracings and four copies thereof, showing the right of way desired by the State of Oregon, by and through its State Highway Commission, in:

T. 19 S., R. 45 E., W. M., Malheur County,
sec. 14, SE¼SW¼, SW¼SE¼;
sec. 23, NE¼NW¼, W½NE¼, [illegible], [illegible];
sec. 24, [illegible];
sec. 25, [illegible], [illegible], [illegible], [illegible];

for the widening of the Vale-Grand Avenue Section of the Vale-Owyhee County Road, Oregon Federal Aid Secondary Route No. 515.

Also enclosed are two tracings and four copies each of the two maps showing the material sites needed in connection with the same highway. The material sites are located in:

T. 19 S., R. 45 E., W. M.,
sec. 14, S½SE¼;
sec. 23, [illegible];
T. 19 S., R. 44 E., W. M.
sec. 12, [illegible].

Also enclosed are three copies of a stipulation regarding non-discrimination. There is no merchantable timber on the right of way and material sites described above.

The State of Oregon, by and through its State Highway Commission, hereby makes application for these lands under Section 17 of the Federal Highway Act of November 9, 1921 (42 Stat. 216), the lands to be withdrawn from entry and set aside for the use of the State of Oregon.

If you find the land to be unreserved and unappropriated public domain, will you please assign your serial number, sign the certificate on the maps, and return one approved print of each of the three maps, in order to complete our records and the procedure under Section 17 of the Federal Highway Act.

Very truly yours,

E. F. SCOFIELD
Chief Counsel

By
ROBERT L. MAY, JR.
Assistant Chief Counsel

EFS:ls
Encls. 2 cc letter, 6 tracings,
12 prints, 3 cc stip.
cc: Bureau of Public Roads (2)
2 prints each of 3 maps,
2 cc stip.
cc: A. F. Parson with 1 prints each of
3 maps
cc: John Cattrall with 1 print each of
3 maps
cc: R. L. Porter

NOTED
Harold C. Ayers

May 24, 1956

NOTED
J. W. CATTRALL

Honorable G. Y. Chester
Malheur County Judge
Courthouse
Vale, Oregon

Dear Sir:

Enclosed are four copies each of ~~eleven~~ eight option forms covering right-of-way required in connection with the S. Unit, Vale-Grand Avenue Section of FAS 515. An additional parcel of right-of-way through government land is being obtained by the Highway Department directly from the government. Maps showing the right-of-way described in the options are being forwarded under separate cover.

If at all possible execution of these options should be obtained by June 8th. Please advise this office by letter when all options have been signed.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

John W. Cattrall
Engineer, County and City Relations

JFH:te
Encls.

FORM 230—12½M—8-55—65209

# OREGON STATE HIGHWAY DEPARTMENT

## INTER-DEPARTMENT CORRESPONDENCE

May 24, 1956
Salem, Oregon

**SUBJECT:** Options
South Unit (Vale-Grande Ave.)
Vale-Owyhee County Road

**To:** Mr. John Cattrall
County & City Relations Engr.
OFFICE

Attached you will find eight option forms in quadruplet covering right of way to be acquired in connection with the South Unit, Vale-Grand Avenue Section of the Vale-Owyhee County Road in Malheur County, together with copies of Statements of Information. This contract is scheduled for letting in June 1956.

We are forwarding under separate cover three prints each of Map Nos. 8B-1-26 and 1R-5-885 covering this area and bearing our date of May 22, 1956.

| File No. | Name | Area |
|---|---|---|
| 24903 | C. H. Robertson | 3.74 Acres |
| 24904 | Claude Marquis, et ux | 6.0 Acres-P. 1<br>1.72 Acres- P. 2<br>0.26 Acre - P. 3<br>0.37 Acres- P. 4 |
| 24906 | Zack Walker, et ux | 0.01 Acre |
| 24907 | Mancel H. Bishop, et ux | 2.0 Acres |
| 24908 | Leslie E. Topliff, et ux | 128 Sq. Ft.- P. 1<br>0.03 Acre- P. 2 |
| 24909 | John H. Benedict, et ux | 1.07 Acres |
| 24910 | H. L. Day | 1.0 Acre |
| 24911 | Wallace W. Simpson, et ux | 0.6 Acre |

EFS
EARL F. SALING
Right of Way Office Manager

MM:jm
Encls: 8 Options

cc: R. L. Porter

cc: R. W. Cozad

NOTED
J. W. CATTRALL

NOTED
Harold C. A

May 21, 1956

Malheur County Court
Courthouse
Vale, Oregon

Gentlemen:

Enclosed are two copies of an agreement covering finances, six copies of a maintenance agreement, six copies of an encroachment resolution, and a set of plans and specifications in connection with the S. Unit, Vale-Grand Avenue Section of FAS 515 upon which bids will be received June 5th.

The finance agreement covers State and County participation in costs and provides for an advance deposit to be made by the County after the low bid has been determined and prior to award of a contract. The estimated total cost, including engineering and contingencies, for this project is $150,300.; however, the low bid received plus 12 1/2% for engineering and contingencies will be the basis for the County's advance deposit. Please treat this estimate as confidential.

The maintenance agreement and encroachment resolution are standard forms required by the Bureau of Public Roads in connection with projects of this nature.

The set of plans and specifications is for your information and records.

If satisfactory, please sign, have the County Clerk attest, with seal, and return all copies of each agreement and five copies of the resolution to this office. After signature by the Highway Commission a fully executed copy of each agreement will be returned for the County's records. All documents should be mailed so as to arrive in Salem not later than May 29th.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

John W. Cattrall
Engineer, County and City Relations

JFH:te
Encls.

NOTED
J. W. CATTRALL

NOTED
Harold C. Ayers

Salem, Oregon
April 30, 1956

S. Unit, Vale Grand Avenue
County FAS 515
Malheur County

Mr. Forrest Cooper
OFFICE

NOTED
J. F. HAGEMANN

The field data for the subject project has been examined and found to be consistent with the project as proposed by the county and approved by the Highway Commission. This project is set for a finished roadway of a 20-foot wide 0-11 with 4-foot shoulders. This is mentioned as I can find no typical section.

There is $148,000 available for this project and the county has requested that the project be adjusted to fit available funds. Any reduction in length should be made at the north (Vale) end. Please advise this office when the project limits have been set.

John F. Hagemann
Asst. County & City Relations Engr.

JFH:mm

cc: V. G. O'Neil
Frank Hall

Memo to J. W. Nash
4/24/56

NOTED
J. W. CATTRALL

S. Unit, Vale-Grand Avenue Section
FAS Route 515

This project extends from a point on FAS 515 approximately 7 miles south of the junction of FAS 515 and FAP 5 at Vale, southerly to a junction of FAS 515 with Grand Avenue approximately 1 mile south of the junction of FAS 515 with FAS 530. The existing road has a light gravel wearing surface 18 feet in width on a 20-foot wide roadway.

The proposed project is to grade and drain to an improved grade and alignment, place base material, and construct a type O-11 wearing surface 20 feet in width with 4-foot shoulders. The project length is limited by FAS funds available to Malheur County.

On the balance of this route the southerly 6 miles were constructed in 1940 and 1941 under Oregon Projects FAS 21-A(1), 21-A(2), and 21-B(1) to an oil mat wearing surface 18 feet in width with 4-foot shoulders. No further improvement of this section is planned in the immediate future. The northerly 7 miles of the route has an 18-foot wide light gravel surface on a 20-foot wide roadway and the county plans to improve this section to an oil mat wearing surface as funds become available.

This road serves as the principal and most direct connecting route between the county seat at Vale and the city of Nyssa with its adjacent highly developed irrigated farming area.

| | | | |
|---|---|---|---|
| Malheur County | Funds: | Federal | $ 88,800 |
| Length: 5.9 miles | | State | 29,600 |
| | | County | 29,600 |
| | | Total | $148,000 |

FORMER PROJECTS ON FAS 515: FAS 21-A(1)
" 21-A(2)
" 21 B(1)

JFH:mm

RECEIVED
FEB 29 1956
FOR FILING
S-21 (-1)
4772

February 29, 1956

Honorable G. Y. Chester
Malheur County Judge
Vale, Oregon

Dear Judge Chester:

I am pleased to reply to your letter of February 27 having reference to possibility of obtaining more money for allocation to Lytle Boulevard in Malheur County, but I am unable to give you any encouragement as to additional funds at this time.

As you know, Malheur County has a present balance of federal-aid county road funds in the amount of $87,600, which, when matched with $29,200 state funds and $29,200 county funds, results in a total of $146,000. It is intended to let a contract for as long a section of Lytle Boulevard as can be contracted with this money.

Present estimates indicate that approximately six miles can be improved for the $146,000, and, as the entire length of Lytle Boulevard from Grand Avenue on the south to Vale on the north is 11.72 miles, there will remain 5.72 miles of improvement that will need to await the allocation of additional funds by the Congress.

We certainly will be very pleased to cooperate with you in every manner possible to finish this road when funds for the same do become available, but the size of the present project must be determined by the funds available now.

Very truly yours,

R. H. Baldock
State Highway Engineer

cc Mr. Chas. H. Reynolds
Mr. W. C. Williams
WCW;me fn

**The County of Malheur**

OFFICE OF
COUNTY COURT

G. Y. CHESTER,
County Judge
A. P. GOODELL,
Commissioner
L. E. HAMMACK,
Commissioner

VALE, OREGON

Feb 27, 1956

NOTE
W. C. WILLIAMS

Mr. R. H. Baldock
State Highway Engineer
Salem Oregon

Dear Mr. Baldock:

I am writing you this letter, to ask the same that I asked of Mr. Chas H. Reynolds, The answer I got was NO.

I do not like to give up so easy, neither do I wan't to run around any one.
Now I only ask for enough money to build the Lytle Road this year.
I have two reasons for wanting to complet the job this year, One the Engineers are here, and I think maby we could get a better contract it we could let it all at once.

And the other is this We have enough money to pay the county part at this time, God only knows what we will have at some later date.
So If you should have some money hid, or should find some, Or if Congress should make some appropriation's, and there should be any chance for Malheur County to get the money in advancment We the people of Malheur County surely would greatly appreciate it.

We wish to thank the Highway committy for all thay have don for Malheur county. And suerly will remain.

Yours very truly,

G. Y. Chester

REFERRED TO
Williams
By State Highway Engineer

Please [illegible] reply [illegible]

RECEIVED
[illegible] 1956
OFFICE OF
STATE HIGHWAY ENGINEER

NOTED
[illegible]

November 7, 1955

NOTED
V. R. JONES

Malheur County Court
Courthouse
Vale, Oregon

NOTED
J. F. HAGEMANN

Gentlemen:

On November 3rd the Highway Commission approved the county FAS project on FAS [illegible] described in the attached tabulation. Preparation of plans and specifications and approval by the Bureau of Public Roads are required prior to contracting. The preliminary engineering will be under the supervision of our division office at La Grande and will proceed as rapidly as available engineering personnel will permit.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

John W. Cattrall
Engineer, County and City Relations

JFH:mm

MALHEUR COUNTY
PROPOSED PROJECT
(Includes cancellation of the Harper Section of FAS 525 approved 8/9/54.)

FAS 515 - South Unit, Vale-Grand Avenue, approximately 6 Miles, $146,000 . (Includes $106,000 unprogrammed and $40,000 transferred from Harper Section of FAS 525 which the county wishes to cancel.)

This section extends from the intersection of FAS 515 (Lytle Boulevard) with Grand Avenue, northerly as far as funds will permit which is estimated to be approximately 6 miles.

The proposed project is to grade, place base material, and construct an O-11, with binder, 20' in width with 4' shoulders. The project should include widening of the existing cattle guard approximately 2 miles north of Grand Avenue. The Nyssa Road District plans to construct a drainage ditch from Grand Avenue north to the Owyhee pipe line (approximately 1.5 miles). The road location in this section will be governed by the ditch location. The County Court advised that details of this location will be available shortly and the ditch will be constructed before spring of 1956. It is suggested that Judge Chester be contacted prior to beginning the survey. The county plans to complete construction of FAS 515 to a junction with the Central Oregon Highway east of Vale as funds become available.

The $146,000 programmed represents the presently estimated balance of fiscal year 1956 and 1957 FAS funds available to Malheur County (includes $40,000 originally programmed for the Harper Section of FAS 525 which is being canceled). This may be adjusted as final costs for the Arock project become available; however, little change in the amount is anticipated.

Cancellation of the Harper Section of FAS 525 was requested by the county as the Court has been unable to reach an agreement with the residents of the Harper area on the details of this project. The Court advises that this project will be reprogrammed at some future date when a mutual agreement between the Court and the Harper area residents has been reached.

10/14/55

Form E-40

**OREGON STATE HIGHWAY**
**COMMISSION**
**COLUMNAR TABULATION SHEET**

SHEET .......... OF .......... SHEETS

Malheur County FAS 515

Vale – Pipeline Section 12.57 Miles

Grade widening, Surface, & Oil

20' 0-11, 3' Shoulders

| | | | | |
|---|---|---|---|---|
| Clearing & Grubbing | All | | | $ 7000 |
| Drainage & Culverts | All | | | 12,000 |
| Exc & Haul | 80000 | c.y. | $0.25 | 20,000 |
| Finishing | 12.50 | m. | 600.00 | 7500 |
| Crushed Gravel in Base | | | | |
| 10" x 26' | 81000 | c.y. | 1.80 | 145,800 |
| Sprinkling | 2,200 | M-gal | 2.50 | 5,500 |
| Preparation of Base | 12.5 | mi. | 150.00 | 1880 |
| 3/4-0 in Binder | 1700 | c.y. | 3.00 | 5100 |
| MC-2 " " | 225 | Ton | 45.00 | 10130 |
| Mineral Aggregate | 7600 | c.y. | 3.00 | 22800 |
| 150-200 Asphalt | 575 | Ton | 42.00 | 24150 |
| RS-2 in Seal | 170 | Ton | 45.00 | 7650 |
| 3/4-0 in Shoulders | 3000 | c.y. | 2.25 | 6750 |
| | | | | $ 276,260 |
| | Eng & Cont | | | 34,740 |
| 20'-4' | | | | $ 311,000 |

$ 24,880 per mile – $30,000

| | | |
|---|---|---|
| Available | 85,000 | 85,000 |
| Harper | 49,000 | |
| Total | $134,000 | |

$135,000

8%

12½

COUNTY COURT
Of Malheur County, Oregon
VALE, OREGON

Sept6, 1955

Cattrall

NOTED
J. W. CATTRALL

Oregon State Highway DEPT
Salem, Oregon

[illegible]

Frbend John:-

Received your letter of the 2th, I wish to state as to the question Nol We wan't to drop the Harper section for the time the people of that district were to rais 10% of the money for that road, that they did not get don at this time, so please let that one rest for the time being.

Now John The road that we would like to start next is the road from the Owyhee that is the Lyttle Buv, and bring it through to Highway 20,
I takket to Mr. Bickmore once about this road, and at that time he thought he would get over here and we would go over the road more thoough.

We would be glad to go over the Lyttle Blv at any time.

Yours truly,
G. Y. Chester
County Judge
G.Y. Chester

[illegible]

Survey 523-1468
1954 - 1,234.74
1955 - 1,458.66
Total $2,693.40

RECEIVED
SEP - 7 1955
ENGINEER
CO RELATIONS

RECEIVED
SEP 7 1955
OREGON
STATE HIGHWAY COMMISSION

106-1064 8th St.-14th St. (Coos Bay) 1956
Section of the Empire-Coos
#4773 Bay Highway

RECEIVED
MAY 21 1957
FOR FILING

106-1064

4773

May 20, 1957

Mr. Porter W. Yett
6500 N. E. Ainsworth St.
Portland 13, Oregon

Dear Sir:

Reference is nade to your letter of May 17, 1957, requesting verification of quanitites for work performed on contracts 4784 and 4773.

The quantities in your record are correct with one very slight discrepancy. The total paid on Item 23, Contract 4773, 8th Street-14th Street (Coos Bay) is89.582 tons, or .002 tons more than your record.

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

DBP:ia

PORTER W. YETT
Contractor

May 17, 1957

Mr. D. B. Parkes
Oregon State Highway Building
Salem, Oregon

Dear Mr. Parkes:

In 1956 we performed work for A. T. Fox, North Bend, Oregon, on the Following Contracts: No. 4784 - Broadway-Front St. Conn. (Coos Bay) and No. 4773 - 8th Street - 14th Street (Coos Bay) Section.

Attached here to is the Items in which we were involved and the tatal quantities for which we have been paid.

We would appreciate very much if you would check the quantities of the listed items on the final estimate made to A. T. Fox and verify the quantities ~~as~~ per attched record, or advise us of the correct quantities if they are not in agreement.

Very truly yours,

PORTER W. YETT

by /s/ Porter W. Yett

PWY/c

Enc. (1)

Contract No. 4784 - Broadway-Front St. Conn. (Coos Bay)

| | | |
|---|---|---|
| Item 16 | Class B Asphaltic Concrete in Place | 150.915 Tons |

Contract No. 4773 - 8th Street - 14th Street (Coos Bay) Section:

| | | |
|---|---|---|
| Item 22 | Asphaltic Concrete Mixture | 1,493.025 Tons |
| Item 23 | 85/100 Asphalt in Mixture | 89.58 Tons |

RECEIVED
MAR 15 1957
FOR FILING

OREGON STATE HIGHWAY DEPARTMENT
(date)
March 13, 1957

| | | |
|---|---|---|
| (CONTRACT NO.) 106-1064 | (EST. NO.) | (CONTRACT0R) |
| 4773 4773 | 6-Final | A. T. Fox |

| | | | |
|---|---|---|---|
| (VOUCHER NO.) | (WARRANT NO.) | (AMOUNT) | (DATE) |
| 5167 | H-175530 | $ 1,114.82 | 3/13/57 |

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

Ruth Rawlings
ACCOUNTING DIVISION

Specified completion Date: Sept. 30, 1956

Time Extensions: to Oct. 22, 1956

Completion Date: Oct. 22, 1956

Date Accepted: [illegible], 1956

Penalties: None of record

Claims: None of record

Remarks:

Date: 3-14-57

To the Accounting Division:

Release of the above warrant is hereby authorized

H B Glaisyer
H. B. Glaisyer
Secretary

Warrant Mailed: [illegible] 4 1957
Ruth Rawlings

NOTED ON CARD
A

1

RECEIVED
FEB 28 1957
FOR FILING

[illegible]

4773

February 27, 1957

**CERTIFIED MAIL**

Continental Casualty Co.
310 S. Michigan Ave.
Chicago 4, Ill.

Gentlemen:

State Highway Contract No. 4773 for grading and paving on the 8th St.-14th St. in Coos Bay Section of the Empire-Coos Bay Highway in Coos County was completed by the contractor, A.T. Fox, on October 22, 1956 and was formally accepted by the Highway Commission on November 8, 1956.

Final payment in the amount of $1,114.82 will be paid to the contractor on or after March 9, 1957. The total contract amount is $38,895.84, of which amount $185.20 represents force account items.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Victor S. Risley Co.
223 Board of Trade Bldg.
Portland 4, Oregon

NOTED ON CARD

RECEIVED
JAN 24 1957
FOR FILING

106-1464

4773

January 24, 1957

CERTIFIED MAIL

Continental Casualty Co.
310 S. Michigan Ave.
Chicago 4, Ill.

Gentlemen:

The State Highway Commission is prepared to release semi-final payment to A. T. Fox in connection with contract No. 4773, covering the 8th St.-14th St. (Coos Bay) Section of the Empire-Coos Bay Highway in Coos County. This payment in the amount of $3,841.08 will be released to the contractor on or after February 4, 1957. The retained percentage is $1,168.49.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Victor S. Risley Co.
808 Board of Trade Bldg.
Portland 4, Oregon

NOTED ON CARD

A

RECEIVED
DEC [illegible] 1956
FOR FILING

166-1064

4773

# OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

December 4, 1956

SUBJECT:

To:

E. A. Pease

A Warrant is being held in our safe for the following contract pending receipt of a time extension.

| | | | |
|---|---|---|---|
| A. T. Fox | Contract 4773 | Est. 4 | $3,262.19 |

J. G. Herr
J. G. Herr

cc: Forrest Cooper

NOTED
FORREST COOPER

RECEIVED
[illegible] 1956
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
NOV 29 1956
FOR FILING

106-1-64

47-3

November 28, 1956

Mr. A. T. Fox
1735 Virginia Ave.
North Bend, Oregon

Dear Sir:

The State Highway Commission at its meeting held on November 8 had under discussion your request for an extension of time from September 30, 1956 to November 1, 1956 within which to complete your contract No. 4773, for grading and paving on the 8th St.-14th St. (Coos Bay) Section of the Empire-Coos Bay Highway in Coos County.

We are pleased to inform you that the State Highway Commission granted your request to and including October 22, 1956, the actual completion date of the contract. The action of the Commission was based upon the recommendation of the State Highway Engineer, whose report on the subject considered but did not necessarily adopt any of the reasons given by you for failure to complete the project within the specified time limit.

Very truly yours

H. B. Glaisyer, Secretary
OREGON STATE HIGHWAY COMMISSION

By

Assistant Secretary

gl

cc: F. D. Morgan
Division Engineer

John Gunter,
Resident Engineer

Tom Edwards,
Bridge Engineer

RECEIVED
NOV 1 1956
FOR FILING

[illegible]

4773

October 31, 1956

Oregon State Highway Commission

Request for extension of time
No. 25
November 8 and 9 meeting

Gentlemen:

Herewith is a request from A. T. Fox for an extension of time on the 8th St.-14th St. grading and paving project in Coos Bay, Contract No. 4773, from September 30, 1956 to November 1, 1956.

The contractor had extreme difficulty in securing base rock material which would meet our specifications. The only source of supply was from local producers as the job was not large enough to permit bringing in his own crushing plant. He was very cooperative in attempting to supply suitable materials, and I believe that the extension should be granted without penalty. This project was completed on October 22, and I recommend the extension, to and including that date, without penalty.

Very truly yours,

W. C. Williams
State Highway Engineer

Encl.

cc Mr. Forrest Cooper
Mr. Tom Edwards

EAP:of fn

Form E-1—10M—6-56

OREGON STATE HIGHWAY DEPARTMENT

# Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending October 20, 1956

Section 8th- 14th St. (Coos Bay)

Kind of work Grade & Pave.

Highway Empire - Coos Bay

Section prefix 106-1064

Contractor A.T.Fox

Contract number 4773

Date of contract July 17, 1956

Date of completion Sept. 30, 1956

Date work started July 30, 1956

Estimated date of completion October 19, 1956

Project authorization $47,256.98

Exclusive of Engineering $43,896.48

Per cent of time elapsed 140%

Estimated cost of completed project, exclusive of engineering $43,896.48

Estimated per cent overrun or underrun None%

Per cent of contract completed, based on total contract price 100%

Engineering authorization $3,360.50

Engineering cost to date $3,100, 94%

Date project was completed Oct. 19, 1956

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Concrete Dwys, Walks and Stairs have been Completed.

Cleaning up of the project was completed Friday of this week.

Mr. L. R. Chandler Asst. Div. Engr over project Thurs. P. M.

This will be the final report on this project.

Noted
M. N. Juve

NOTED
C. E. PAULSEN

NOTED
L. H. Young

NOTED
FORREST COOPER

RECEIVED
OCT 22 1956
OFFICE O
CONSTRU

NOTED
D. J. BARBEE

Signed Julius L. Gunter

Address Box 496 North Bend, Oregon

NOTED
V. D. WOLFE

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

State Printing 95633

| | GRADING | SURFACING | MAINTENANCE MATERIALS | OIL AND BITUMINOUS MACADAM | PAVING |
|---|---|---|---|---|---|
| Miles in project | 0.41 | 0.41 | | 0.41 | 0.41 |
| Miles partially completed | | | | | |
| Miles completed | .41 | .41 | | | .41 |
| Total estimated quantities (contract) | 2,400 | 2,100 | | 108 Ton | 1600 Ton |
| Total quantities corrected to date | " | 1,836 | | 80 | 1493 |
| Estimated quantities moved or placed to date | " | " | | " | 1493 |
| Average daily quantities | 80 | 55 | | | |
| Average daily quantities necessary to complete project on time | | | | | |
| Number shifts per day | 1 | | | | |
| Hours per shift | 8 | | | | |
| Average force on project for week | 5 | | | | |

| | |
|---|---|
| Men | 4 |
| Supervision | 1 |
| Men and trucks under 3 tons | |
| Men and trucks over 3 tons | 1 |
| Men and tractors | |

Equipment used during week: Shovels .........., Power graders .........., Rollers .........., Mixers .........., Crushing or screening plants ..........

Compressors .........., Bulldozers .........., Compaction rollers .........., .......... , .......... , ..........

| | WEATHER | HRS. DELAY | CAUSE OF DELAY |
|---|---|---|---|
| Sunday | Fair | | |
| Monday | Cloudy | | |
| Tuesday | " | | |
| Wednesday | Rain | | |
| Thursday | Rain | | |
| Friday | Fair | | |
| Saturday | | | |

RECEIVED
OCT 1 1956
FOR FILING

FORM E-50X—50M—11-55—90228

[illegible]

4773

# OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
September 26, 1956

SUBJECT: 8th Street-14th Street (Coos Bay)
Empire-Coos Bay Secondary
Contract No. 4773

To: Mr. Frank Morgan
Division Engineer
State Highway Department
Roseburg, Oregon

NOTED
W. C. WILLIAMS

Reference is made to Laboratory Test No. 402410, dated September 20, 1956 showing an excess of 4 percent in the Liquid Limit and Plasticity Index for the 2½"-0 crushed rock being produced at the Hillstrom Quarry.

Will you please instruct the resident engineer to have the contractor clean up the rock as the type of material tested cannot be accepted. Also, please have the resident engineer resubmit samples of improved material at the very earliest time, so marked that it is clear they represent corrected 2½"-0 crushed rock.

Tom Edwards
Construction Engineer

By L. H. Young
L. H. Young
Ass't Construction Engineer

LHY:jc

cc Forrest Cooper ✓
Ray Webber

RECEIVED
SEP 26 1956
OFFICE OF
STATE HIGHWAY ENGINEER

A

RECEIVED
AUG 23 1956
FOR FILING

106-1064

4772

Salem, Oregon
August 22, 1956

Agreement - Coos Bay-
North Bend Water Board

Mr. C. W. Enfield
Chief Counsel

I am returning to you the agreement that was prepared covering the replacement of water mains in North Bend. Also, I am attaching a copy of a letter from C. V. Signor, City Manager, which is self-explanatory.

In order to clarify the matter, I suggest that the agreement be revised to show the total cost and the cost that the State is to assume as pointed out by the City Manager. The matter should then be handled through the proper channels.

Forrest Cooper

FC:me

Enclosure

COOS BAY-NORTH BEND WATER BOARD

264 SOUTH BROADWAY, COOS BAY, OREGON
PHONE COngress 7-3128

2009 UNION AVENUE, NORTH BEND, OREGON
PHONE SKyline 9-2551

OFFICE OF
THE MANAGER

REPLY TO:
Coos Bay, Oregon

August 16, 1956

NOTED
W. C. WILLIAMS

Mr. W. C. Williams
State Highway Engineer
Salem, Oregon

Dear Mr. Williams:

Enclosed please find contract between the state of Oregon by and through its State Highway Commission and the Coos Bay - North Bend Water Board for the removal and/or relocation of the water line facilities presently located within the section of the right of way of the Cape Arago Highway, which extends from Monroe Avenue on Virginia Avenue to Broadway Avenue and from Virginia Avenue on Broadway Avenue to 16th Street in the City of North Bend. The contracts have been executed by the members of the Coos Bay - North Bend Water Board.

We wish to call your attention to the fact that Paragraph 3 provides that the cost of all necessary labor when the work has been completed, will be billed to the State Highway Commission, in accordance with Paragraph 2 (e) of the contract, which is correct, and in accordance with our understanding; however, this same paragraph estimates the entire cost of the project to be $5,100.00, and, as you know in accordance with my letter of July 16, 1956, the estimated cost of the project is $16,892.28, and of this cost it is estimated that labor will be $5,100.00.

I thought it well to mention this so that there could be no misunderstanding regarding the fact that this $5,100.00 is estimated labor cost only.

Very truly yours,

COOS BAY-NORTH BEND WATER BOARD

By
Manager

enc.

RECEIVED
AUG 20 1956
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
AUG 9 1956
FOR FILING

166-1064

4773

August 8, 1956

Mr. A. T. Fox
1735 Virginia Ave.
North Bend, Oregon

Dear Sir:

We enclose herewith a fully executed copy of contract No. 4773, which was awarded to you on July 17 by the State Highway Commission, for grading and paving on the 8th St.-14th St. (Coos Bay) Section of the Empire-Coos Bay Highway in Coos County. This contract is for your files.

A copy of this contract is also being sent to the Surety on your performance bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encl.

RECEIVED
AUG 14 1956
FOR FILING

6-1064

4773

July 17, 1956

Mr. A. T. Fox
P. O. Box 831
North Bend, Oregon

Gentlemen:

The State Highway Commission on June 5, 1956 accepted your proposal for grading and paving 8th Street-14th Street (Coos Bay) Section of Coos River Highway, Coos County for the sum of $41,016.20 and referred it to the State Highway Engineer with authority to award the contract to you as soon as certain conditions had been fulfilled. This note is to inform you that such conditions have now been satisfied and that the State Highway Engineer today awarded you the contract in conformity with the Commission's authorization. This project has been assigned Contract No. 4773.

Contract forms are now being prepared in this office and will be mailed to you shortly for execution.

This confirms my wire to you of this date.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

mm

cc: Pacific Builder & Engineer, Inc.
2418 Third Avenue
Seattle 1, Washington

Attention: Dorothy McCormack

NOTED
J. Mc C.

Forrest Cooper
S. H. Probert
R. G. Savage (SIAC)

G. R.

DOMESTIC SERVICE
Check the class of service desired; otherwise this message will be sent as a fast telegram
TELEGRAM ☐
DAY LETTER ☐
NIGHT LETTER ☐

$
S
E

# WESTERN UNION
## TELEGRAM
W. P. MARSHALL, PRESIDENT

1206 (4-55)

INTERNATIONAL SERVICE
Check the class of service desired; otherwise the message will be sent at the full rate
FULL RATE ☐
LETTER TELEGRAM ☐
SHORE-SHIP ☐

| NO. WDS.-CL. OF SVC. | PD. OR COLL. | CASH NO. | CHARGE TO THE ACCOUNT OF | TIME FILED |
|---|---|---|---|---|
| | | | | |

*Send the following message, subject to the terms on back hereof, which are hereby agreed to*

Salem, Oregon
July 17, 1956
2:37 p. m.

Mr. A. T. Fox
North Bend, Oregon

Contract for grading and paving 8th Street-14th Street (Coos Bay) Section of Coos River Highway, Coos County for which you submitted low bid on June 5, 1956 awarded you today. Contract forms follow shortly.

H. B. Glaisyer, Secretary
OREGON STATE HIGHWAY COMMISSION

cc: Accounting (5003-900)
Files ✓
C. W. Head

---

Secretary

rn
Enc. 1

RECEIVED
JUL 6 1956
FOR FILING

106-1364

4773

July 6, 1956

Coos Bay-North Bend Water Board
264 S. Broadway
Coos Bay, Oregon

Gentlemen:

We are enclosing herewith for the records and files of the Coos Bay-North Bend Water Board a fully executed copy an agreement between the State Highway Commission and the Coos Bay-North Bend Water Board relative to removal and installation of water facilities in the City of Coos Bay.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

rn
Enc. 1

file

RECEIVED
JUL 6 1956
FOR FILING

| |
|---|
| 106-[illegible] |
| |
| 4772 |

July 6, 1956
Salem, Oregon

MISC. CONTRACTS and
AGREEMENTS No. 1754

Moving Water Facilities - Central Ave.
Coos Bay

Mr. R. H. Baldock
State Highway Engineer
Office

Attached are three conformed copies of an agreement with the Coos Bay-North Bend Water Board relative to removal and installation of water facilities in the City of Coos Bay.

A fully executed copy of the above agreement has been retained in this office for the Commission's files and one fully executed copy has been sent to the Coos Bay-North Bend Water Board, Coos Bay, Oregon.

Secretary

fm
Attach: 3

FORM 230—50M—11-50—90224

# OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
June 25, 1956

**SUBJECT:** Moving Water Facilities - Central Ave.
Coos Bay

**To:**

Mr. W. C. Williams
Deputy State Highway Engineer

Office

**REFERRED TO**
Glaisyer
BY DEPUTY STATE HIGHWAY ENGINEER

In accordance with your assignment #[illegible], we have had five copies of the agreement relative to removal and installation of water facilities in the City of Coos Bay on the subject-named job executed by officials of the Coos Bay-North Bend Water Board. This agreement should now be executed by the Highway Commission.

L. H. Young
L. H. Young
Ass't Construction Engineer

LHY:ep

Encl.

AUTHORIZED BY HIGHWAY COMMISSION
DATE 7-11-55 Minute Page 8
Secretary

RECEIVED
JUN 25 1956
OFFICE OF
STATE HIGHWAY ENGINEER

FORM E-30X—30M—11-55—90233

# OREGON STATE HIGHWAY DEPARTMENT

## INTER-DEPARTMENT CORRESPONDENCE

Roseburg, Oregon
June 21, 1956

SUBJECT: Coos Bay-North Bend
Water Board
Agreement

To: D. J. Barbee
Urban Engineer
Salem, Oregon

Attached are five (5) copies of the above agreement which have, as you requested, been signed by the Water Board officials.

Larry Rulien
Larry Rulien
Office Engineer

LR/dls
encl.

RECEIVED
JUN 19 1956
FOR FILING

file

116-1064

4773

Salem, Oregon
June 14, 1956

0+A1746

Cooperative Construction Project
Central Avenue, 8th to 14th Street
Coos Bay

Mr. John W. Cattrall
City & County Relations Engineer
Office

Attached is a conformed copy of a cooperative agreement with the City of Coos Bay covering the 8th Street-14th Street (Coos Bay) Section of the Empire-Coos Bay Highway.

A fully executed copy of the above agreement has been retained in this office for the Commission's files and one fully executed copy has been sent to the City Recorder, Coos Bay, Oregon.

Secretary

rn
Attach: 1

FORM E-90X—90M—11-55—90238

**OREGON STATE HIGHWAY DEPARTMENT**
INTER-DEPARTMENT CORRESPONDENCE
Salem, Oregon
June 12, 1956

SUBJECT: Coos Bay-North Bend Water Board Agreement

To:
Mr. Tom Edwards
Division Engineer
State Highway Department
Roseburg, Oregon

I am attaching five (5) copies of an agreement between the Highway Commission and the Coos Bay-North Bend Water Board for work to be done on water facilities on Central Avenue in Coos Bay.

Would you please have these agreements signed by the Water Board officials and returned to this office for final approval by the Commission at their next meeting.

Forrest Cooper
Construction Engineer
By D. J. Barbee
D. J. Barbee
Urban Engineer

DJB:ep

Attach

cc - Forrest Cooper

FORM 230—12½M—6-55—88209

# OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
May 31, 1956

**SUBJECT:**

PLEASE RETURN TO
W. C. WILLIAMS

To: Mr. W. C. Williams
Assistant State Highway Engineer
Office

Attached hereto, find five copies of a form of agreement between the Coos Bay-North Bend Water Board and the Highway Commission relative to removal and installation of some water facilities in the City of Coos Bay. This agreement is in conjunction with the agreement entered into between the State Highway Commission and the City of Coos Bay for the construction or relocation of the Empire-Coos Bay Secondary Highway No. 240 in the City of Coos Bay on Central Avenue.

C. W. ENFIELD
Chief Counsel

By Gale K. Powell
GALE K. POWELL
Assistant Attorney

GKP:pg

Encl.

RECEIVED
JUN 6 1956
OFFICE OF
STATE HIGHWAY ENGINEER

FORM E30—50M—2-55—82906

# OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
May 28, 1956

**SUBJECT:** Assignment #29

To: Mr. G. S. Paxson
OFFICE

Attached are three copies of an agreement covering the 8th Street-14th Street (Coos Bay) Section of the Empire-Coos Bay Highway.

Two copies of the agreement have been executed by the City and are now ready for presentation to the Highway Commission.

This completes Assignment #29.

John D. Graham
John D. Graham
Office Engr., County and City Relations

JDG:te
Att.

2 copies [illegible]

Mr. Glaisyer:
Please place on agenda.

APPROVED
Paxson
As't State Highway Engineer
Date 5-28-56

RECEIVED
MAY 28 1956
OFFICE OF
STATE HIGHWAY ENGINEER

AUTHORIZED BY HIGHWAY COMMISSION
DATE 7-11-55 Minute Page 8
H B Glaisyer
Secretary

A

FORM 530—12½M—6-55—88209

# OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
May 23, 1956

**SUBJECT:** COOPERATIVE CONSTRUCTION PROJECT
Central Avenue, 8th to 14th Street
Coos Bay

To:
G. S. Paxson
Assistant State Highway Engineer
Office

L

Enclosed herewith are eight copies of an agreement to be entered into with the City of Coos Bay for the widening and resurfacing of the Empire-Coos Bay Secondary Highway. It will be necessary to secure exhibits from the County-City Relations Division.

C. W. ENFIELD
Chief Counsel

By Luther L. Jensen Jr.
LUTHER L. JENSEN, JR.
Clerk

LLJ:pg

8 Attachments.

5/24/56

P.S. John Graham took two of these this morning.
Pauline

RECEIVED
MAY 24 1956
ENGINEER
COUNTY & CITY RELATIONS

RECEIVED
MAY 24 1956
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
JUN 15 1956
FOR FILING

106-1069

4773

June 14, 1956

Mr. H. Oscar Gulovsen, City Recorder
City Hall
Coos Bay, Oregon

Dear Sir:

We are enclosing herewith for the records and files of your City a fully executed copy of an agreement between the State Highway Commission and the City of Coos Bay covering the 8th Street-14th Street (Coos Bay) Section of the Empire-Coos Bay Highway.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

rn
Enc.

RECEIVED
MAY 31 1956
FOR FILING

FORM E-90X—50,000—10-54—79484
106-[illegible]
4775

# OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
May 28, 1956

SUBJECT: Advance Deposit
8th St.-14th St. (Coos Bay) Section
City of Coos Bay

To Mr. C. H. Maison
OFFICE

Attached is Coos Bay check no. 10905 in the amount of $10,875 which represents the City's participation for widening and paving 8th Street 14th Street (Coos Bay) Section of the Coos Bay-Empire Highway in Coos Bay.

John D. Graham
John D. Graham
Office Engr., County and City Relations

JDG:te
Att.

cc: Mr. G. S. Paxson ✓

RECEIVED
NOTED
MAY 28 1956
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
DEC 30 1955
FOR FILING

101-1064

4773

NOTED
State Highway Engineer

NOTED
W. C. WILLIAMS

Location Prospectus for Central Avenue Section

The following prospectus is submitted for the proposed location of Central Avenue in Coos Bay. This project extends from 3rd Street along Central Avenue to its intersection at Ocean Boulevard and along Ocean Boulevard to Commercial Avenue. The alignment and grade will remain the same as the existing except for easing the curve from Central Avenue onto Ocean Boulevard.

The project will be approximately 0.80 miles in length with a maximum grade of 7.14% and a maximum 43° curve at the end of Central Avenue.

A prior survey was made in 1946 by C. C. Gall, to widen on both sides to a width of 46 feet along this same general route. The present plan is to widen the existing street only on the northerly side to a width of 40 feet curb to curb to provide a 2-lane roadbed with 8-foot parking lanes on each side.

This will be a city street project with unrestricted access.

The soils department has made soils tests on this project but the results have not been determined for a final base design. A special study of drainage will not be required as it only involves adjustment of catch basins.

There are no railroad or highway crossings, however, there are a number of street intersections to match for grade.

Material for base rock and paving aggregates should come from commercial sources in the Coos Bay and North Bend areas.

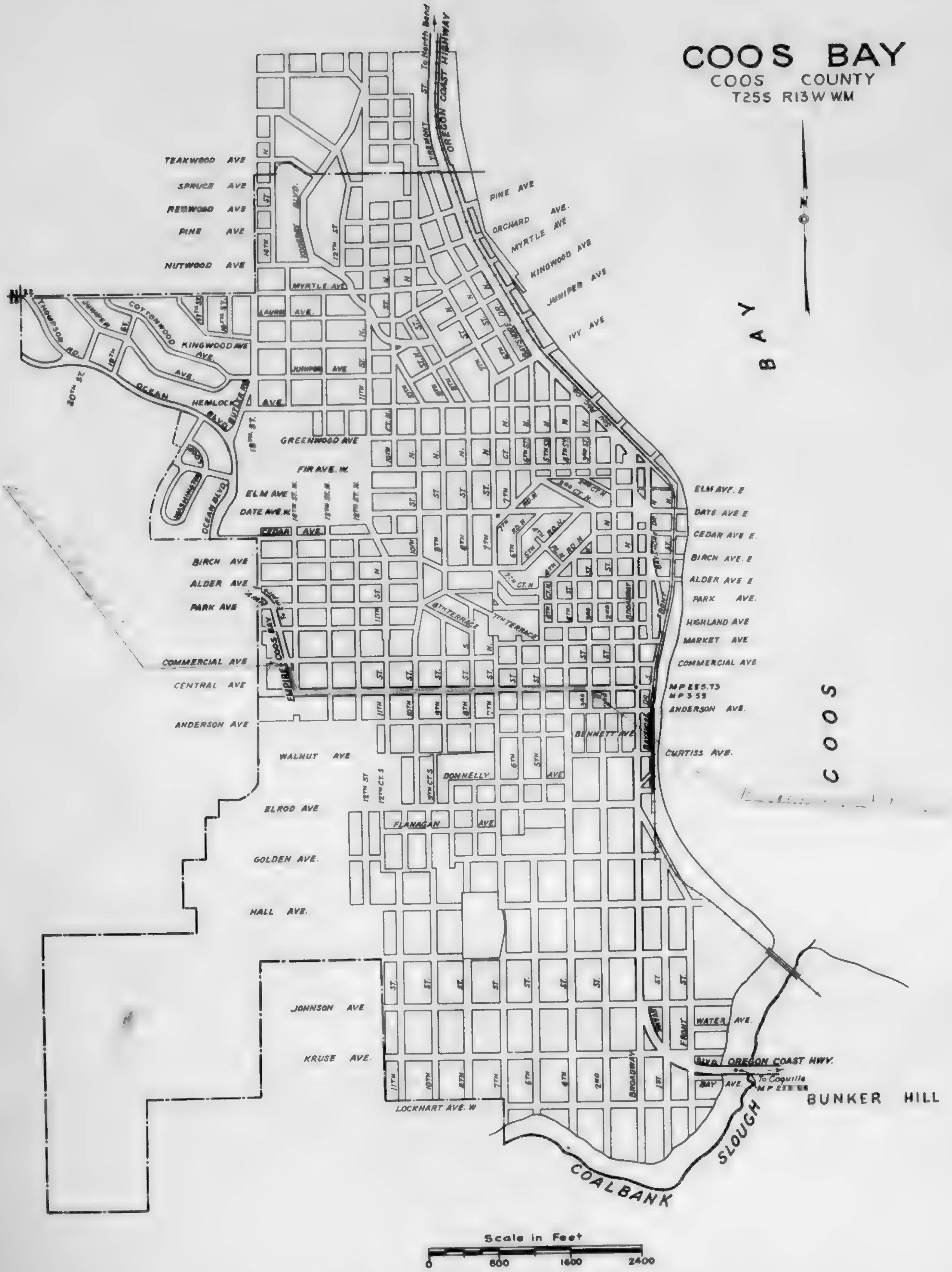
There are no State parks near or adjacent to this project.

Attached is a small sketch map of Coos Bay showing the location of this project.

- - - - - -

Attachment
Dec. '55

# COOS BAY
COOS COUNTY
T25S R13W WM



Rev. 3-20-53

ROBERT MARSDEN, JR., MAYOR

BOB G. KYLE
CITY MANAGER

CITY OF COOS BAY
COOS BAY, OREGON

NO A-5-2
7/13

July 7, 1955

REFERRED TO
Mr. Glasgow
By State Highway Engineer

agenda

Oregon State Highway Department
Salem
Oregon

**Attention:** Mr. R. H. Baldock
State Highway Engineer

Gentlemen:

The City is prepared to cooperate with the Highway Commission in the widening of Central Avenue from 8th to 14th Street to the extent of $10,875.00, which represents 25% of the estimated cost. We are in the position of being able to finance the work this summer providing contracts can be let and the work completed before winter. Should it be more practical for the Highway Department to do this work in the summer of '56 such a schedule would be satisfactory to the City.

It will be necessary to deepen and re-align the sanitary sewer system for two blocks between 12th and 14th prior to this construction. Should this work be a separate obligation of the City we would appreciate your contemplated construction schedule soon so that there will be no interference between contractors.

We would appreciate it very much if you would submit a set of plans and specifications for the proposed work for our approval prior to calling for bids.

Yours very truly,

CITY OF COOS BAY

Bob G. Kyle
City Manager

BGK/rb

CC - Mr. Ben R. Chandler
Chairman Highway Commission
Coos Bay, Oregon

No4 [illegible]26.2
5-25-55

June 3, 1955

Hon. Robert Marsdon, Jr.
Mayor, City of Coos Bay
Coos Bay, Oregon

Dear Mr. Marsdon:

Reference is to your letter of May 10, 1955 in which you ask again for consideration of improvement of that section of Central Avenue between 8th Street and 14th Street in the city of Coos Bay. You will recall that this matter formerly had the attention of the Highway Commission, and, while the improvement was admitted to be desirable, funds were not available at that time.

The estimated cost of the project, as we previously advised you, is $43,500, which provides for a 40-foot width between curbs, including curbs, manholes, and sewer connections as required.

The improvement of this street to the wider width would benefit not only through traffic but local city traffic and adjacent property holders as well. An increasing number of cities throughout the state are assisting in improvement projects such as this. The cooperation varies usually from some 25 per cent to as high as 35 per cent. In this particular instance it is suggested that if the City of Coos Bay would cooperate to the extent of 25 per cent of the cost ($10,875), I would present the problem to the Highway Commission for its consideration at an early meeting.

I will appreciate your advising me of the City's reaction to this proposal.

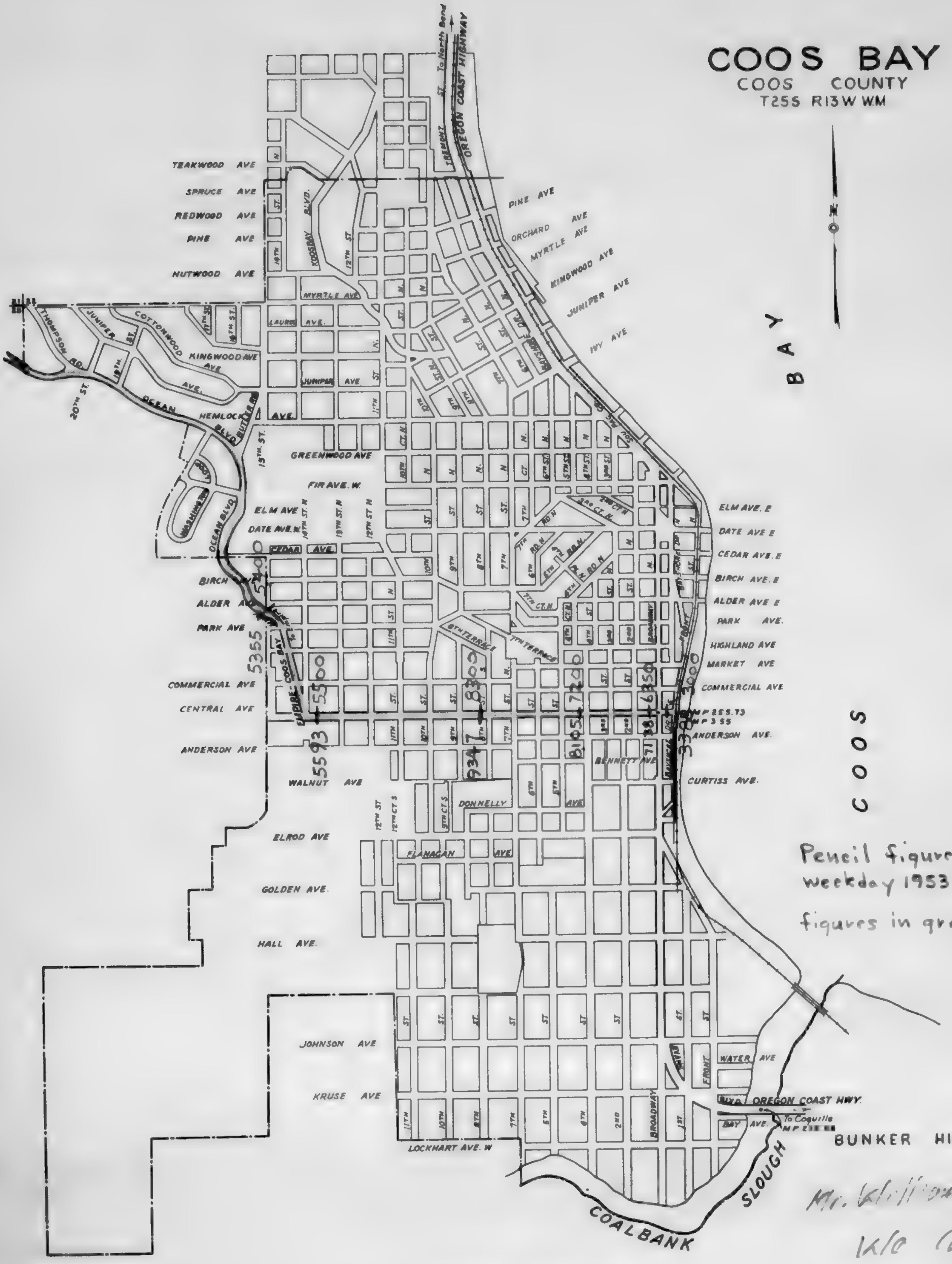
Very truly yours,

R. H. Baldock
State Highway Engineer

cc Mr. W. C. Williams

WCW:me hi

make copy for Ben Chandler.



Pencil figures indicate a July weekday 1953. latest count

figures in green indicate 1954 A.D.T.

Rev. 3-20-53

Mr. Williams—

We could arrange to recount this during next 30 days if you wish.

Heed

report pending

May 12, 1955

Hon. Robert Marsden, Jr.
Mayor, City of Coos Bay
City Hall
Coos Bay, Oregon

Dear Mr. Marsden:

In your letter of May 10, 1955, which has just been received, you renew the request of the City Council for improvement of Central Avenue between 8th Street and 14th Street in your city so as to eliminate traffic hazards that now exist thereon.

I shall bring your letter to the attention of the members of the State Highway Commission and the State Highway Engineer, and will write you again when the Commission has acted on it.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

HBG:jmc

cc: Commissioners
R. H. Baldock

CITY OF COOS BAY

COOS BAY, OREGON

May 10, 1955

Oregon State Highway Commission
Salem, Oregon

Gentlemen:

You will recall that under date of July 15, 1953, there was forwarded to you for your consideration a resolution adopted by the Common Council of the City of Coos Bay requesting the Oregon State Highway Commission to undertake such engineering studies as it deemed necessary to determine the necessity for the widening of Central Avenue between Eighth Street and Fourteenth Street in said city and to make such improvement of Central Avenue between said streets as it finds will eliminate the traffic hazard that now exists thereon.

In response to this request, a study of this section of Central Avenue was made by your engineering department and it was determined that at that time, the traffic upon this section of Central Avenue was in excess of 5400 vehicles daily and on the 12th of November, 1953, a letter was received from your office by the City of Coos Bay, a portion of which is as follows: "The traffic volume, it appears presently, is in excess of 5400 vehicles daily which indicates that in the not distant future it is going to be necessary to widen this street".

Since the taking of the traffic count by the Highway Commission in July, 1953, it is very apparent that the volume of traffic upon this portion of Central Avenue has substantially increased, due primarily to increased log and lumber truck traffic traveling to and from the Empire area, and also the fact that the population of the Empire area has substantially increased during the last two years.

We are sure that you will concur in our opinion that the necessity for the widening of this portion of Central Avenue as set forth in your letter of November 12, 1953, is absolutely necessary at this time in order to alleviate traffic congestion and the traffic hazards caused by this narrow portion of Central Avenue attempting to accommodate this large volume of traffic.

We respectfully urge and solicit your immediate attention to the widening of this portion of Central Avenue at the earliest possible date.

Respectfully yours,

Robert Marsden Jr
Mayor, City of Coos Bay

RECEIVED
MAY 12 1955
OREGON
STATE HIGHWAY COMMISSION

ACKNOWLEDGED
H. B. GLAISYER

RECEIVED
NOV 13 1953
FOR FILING

[illegible]

499

41
7-24-53

November 12, 1953

Mr Bob G. Kyle
City Manager
City of Coos Bay
Coos Bay, Oregon

Dear Mr. Kyle:

Sometime ago you forwarded to the State Highway Commission a copy of a resolution adopted by your City Council in which the Highway Commission was requested to undertake engineering studies that may be necessary to determine the need for widening Central Avenue between Eighth Street and Fourteenth Street and to construct improvements as may be necessary to eliminate existing traffic hazards. The resolution was referred to the State Highway Engineer for investigation and report to the State Highway Commission. The investigation was completed and the report was rendered to the Commission at a recent meeting.

According to the report the cost to widen the section referred to in order to provide a forty foot width between curbs, including curbs, manholes and sewer connections is estimated at $43,500. The traffic volume, it appears, presently is in excess of 5,400 vehicles daily, which indicates that in the not distant future, it is going to be necessary to widen this street. No funds are available presently to finance the improvement, but the Commission is going to give the project consideration when additional highway programs are formulated.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

HBG:mm

RECEIVED

FOR FILING

[illegible]

[illegible]

August 13, 1953

Oregon State Highway Commission

Gentlemen:

With his letter under date of July 16, the Secretary forwarded to you a request from the City Council of Coos Bay requesting the widening of Central Avenue between Eighth and Fourteenth Streets.

We have made an investigation and determined that to widen this section to a 40-foot width between curbs, including curbs, manholes, and sewer connections, will cost $43,500.

The traffic on this road is rapidly increasing, and at the present time is in excess of 5,400 vehicles daily between Eighth and Fourteenth Streets, which indicates that it is going to be necessary to widen this street in the not distant future. There are no funds now available in the amount required for this improvement, and I would suggest that it be considered when additional highway programs are formulated.

Very truly yours,

R. H. Baldock
State Highway Engineer

cc Mr. S. H. Probert
Mr. H. G. Smith

WCW:me fp

FORM E-30 25M 8-51 82315

OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE

Roseburg, Oregon
July 31, 1953

SUBJECT:

To:

H. G. Smith
Construction Engineer

Dear Sir:

Reply is made to your letter concerning an Estimate of Cost for widening Central Avenue in Coos Bay from eighth street to fourteenth street. I find a survey was made of this project in 1946 which we have usedas the basis of the estimate attached.

The quantities and prices have been slightly revised. No attempt was made in the survey to widen the portion of Central Avenue near fourteenth street where a long, high retaining wall is now in place to provide an approach to residences in that area.

The estimated cost for present contracting is $43,437.00.

Very truly yours,

Tom Edwards
Tom Edwards
Division Engineer

NOTED
W. C. WILLIAMS

TE:db

RECEIVED
AUG - 3 1953
OFFICE OF
CONSTRUCTION ENGINEER

report pending

July 16, 1953

Mr. Bob G. Kyle
City Manager
City of Coos Bay
Coos Bay, Oregon

Dear Mr. Kyle:

This is to acknowledge receipt of four copies of a resolution adopted by the Common Council of the City of Coos Bay requesting that the Highway Commission undertake a study to determine the necessity for the widening of Central Avenue between Eighth Street and Fourteenth Street and to make such improvements as are necessary to eliminate the traffic hazard that now exists.

Copies of the resolution are being forwarded to the members of the Highway Commission for their information and to the Highway Engineer for investigation. When a report has been made to the Commission we will be pleased to advise you further.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FA:md

cc - Commissioners
Mr. R. H. Baldock

CENTRAL AVENUE SECTION
EMPIRE-COOS BAY HIGHWAY
CITY OF COOS BAY
COOS COUNTY

## ESTIMATE OF COST

| No. | Item | Unit | Quantity | Unit Price | Amount |
|---|---|---|---|---|---|
| 1. | Clearing and Grubbing | All Spec | | | 1,000.00 |
| 2. | Removal of Pavement | Sq. Yd. | 1,500 | 1.00 | 1,500.00 |
| 3. | Removal of Sidewalks | Sq. Yd. | 440 | 1.00 | 440.00 |
| 4. | Removal of Concrete Curbs | Lin. Ft. | 3,400 | 0.50 | 1,700.00 |
| 5. | Removal of Catch Basins | Each | 12 | 30.00 | 360.00 |
| 6. | Trench Excavation, Unclass. | Cu. Yd. | 45 | 3.00 | 135.00 |
| 7. | General Excavation, Unclass. | Cu. Yd. | 2,700 | 0.60 | 16,200.00 |
| 8. | Finishing Roadbed & Slopes | Mile | 0.42 | 700.00 | 294.00 |
| 9. | 6-inch Sewer Pipe | Lin. Ft. | 90 | 1.50 | 135.00 |
| 10. | 8-inch Sewer Pipe | Lin. Ft. | 150 | 1.50 | 225.00 |
| 11. | Extra For Installing Culvert Pipe Under Pavement | Lin. Ft. | 80 | 2.00 | 160.00 |
| 12. | Adjustment of Manholes | Each | 1 | 40.00 | 40.00 |
| 13. | Adjustment of Catch Basins | Each | 2 | 30.00 | 60.00 |
| 14. | Adjustment of Monument Covers | Each | 7 | 10.00 | 70.00 |
| 15. | Concrete Catch Basins | Each | 12 | 75.00 | 900.00 |
| 16. | Concrete Curbs | Cu. Yd. | 155 | 50.00 | 7,750.00 |
| 17. | Concrete Walks | Sq. Yd. | 260 | 3.25 | 845.00 |
| 18. | Class "A" Concrete | Cu. Yd. | 10 | 65.00 | 650.00 |
| 19. | Metal Reinforcement | Lb. | 400 | 0.12 | 48.00 |
| 20. | Metal Guard Rail | Lin. Ft. | 20 | 3.50 | 70.00 |
| 21. | 3"-0 Material in Base | Cu. Yd. | 1,600 | 3.00 | 4,800.00 |
| 22. | 3/4"-0 Material in Base | Cu.Yd. | 440 | 3.25 | 1,430.00 |
| 23. | Sprinkling | M-Gal. | 50 | 3.00 | 150.00 |
| 24. | 3/4"-0 Material in Binder Crs. | Cu. Yd. | 55 | 5.00 | 275.00 |
| 25. | RC-3 Asphalt in Binder Course | Ton | 10.0 | 60.00 | 600.00 |
| 26. | Class 'B' Asphaltic Concrete | Ton | 1,650 | 8.00 | 13,200.00 |
| | Sub-Total | | | | 38,457.00 |
| | Extra Work - Const. 385 Board-feet Wood Flume @ 400 M-BF | | | | 154.00 |
| | Sub-Total | | | | 38,611.00 |
| | 12 1/2% Engr. & Cont. | | | | 4,826.00 |
| | Total | | | | 43,437.00 |

ROBERT MARSDEN, JR., MAYOR

BOB G. KYLE
CITY MANAGER

CITY OF COOS BAY
COOS BAY, OREGON

July 15, 1953

Oregon State Highway Commission
Salem, Oregon

Gentlemen:

There is transmitted herewith four copies of a resolution unanimously adopted by the Common Council of the City of Coos Bay on July 13, 1953.

Yours truly,

Bob G. Kyle,
City Manager

BK/jb

Encl.

# RESOLUTION

WHEREAS, Central Avenue is carrying an increasingly heavy volume of traffic traveling through the City of Coos Bay enroute to or from Empire and the surrounding area,

WHEREAS, a great majority of this heavy volume of traffic consists of heavily loaded log and lumber trucks, which travel through the City of Coos Bay by proceeding west from Bayshore Drive; thence, west on Central Avenue to the west city limits, and to their ultimate destination in Empire or the surrounding area,

WHEREAS, Central Avenue between Eighth Street and Fourteenth Street is extremely narrow, which requires parking on only one side; but even with this restriction, the heavy volume of heavy loaded log and lumber trucks traveling west creates a serious traffic hazard, which should be corrected by the widening of Central Avenue between Eighth Street and Fourteenth Street,

NOW, THEREFORE, BE IT RESOLVED, that the Common Council of the City of Coos Bay respectfully request the Oregon State Highway Commission to undertake such engineering studies as it deems necessary to determine the necessity for the widening of Central Avenue between Eighth Street and Fourteenth Street, and to make such improvement of Central Avenue between the said streets as it finds will eliminate the traffic hazard that now exists thereon,

The foregoing Resolution was introduced, read and unanimously adopted, by the Common Council this 13th day of July, A. D., 1953, and signed by the Mayor this 13th day of July, 1953.

Robert Marsden Jr

Mayor

ATTEST:

Recorder

S-313(1) Champoeg Creek Br., Newberg- 1956
Yergens Corner Road

Form A-150—10M—7-56

# INVOICE
## Oregon State Highway Department
SALEM, OREGON

NOTED
John F. Hagemann

Contract 4774
C-313(1)

Marion County
Salem, Oregon

Attn: County Court

Invoice No. 52382

Date September 9, 1957

Your Req. No.

Billing Request No. CO 354

Credit distribution: 524-1012-297

Final billing, Champoeg Creek Bridge, FAS 124, covered by agreement dated 7/13/56.

| | | |
|---|---|---|
| Original advance deposit | 8,000.00 | |
| Less amount previously transferred | 6,000.00 | |
| Balance in advance deposit fund | | 2,000.00 |
| Co. share total cost as per att'chd statement | 7,123.36 | |
| Less amount previously transferred | 6,000.00 | |
| Balance | | 1,123.36 |
| Amount to be refunded | | 876.64 |

ACKNOWLEDGMENT OF BILLING REQUEST

Check received with Request: $ ................

By ................

NOTED
C. G. SWENSON

NOTED
JOHN D. GRAHAM

State Printing 96055

this office.

Very truly yours,

W. C. Williams
State Highway Engineer

By

John F. Hagemann
Asst. Engr., County and City Relations

JFH:mm
Att.

cc: Mr. John Anderson, Co. Engr.

NOTED
C. G. SWENSON

NOTED
JOHN D. GRAHAM

NOTED
V. R. JONES

September 6, 1957

Marion County Court
Courthouse
Salem, Oregon

NOTED
Harold C. Ayers

NOTED
John F. Hagemann

Gentlemen:

Final costs are now available for the Champoeg Creek Bridge on FAS 128. As shown in the attached statement, a refund of $476.64 is due the county from the state and this refund will be made by means of a check from our accounting division within the next few days.

As a matter of information, you originally deposited $9,000 against this project rather than $8,000 as required. In April of 1957, $1,000 of the original $9,000 was transferred as part of the advance deposit required for the Hopmere Road-McNary Wye Section of FAS 735 leaving a balance of $8,000 deposited for the Champoeg Creek Bridge.

If you have any questions on this matter please contact this office.

Very truly yours,

W. C. Williams
State Highway Engineer

By

John F. Hagemann
Asst. Engr., County and City Relations

JFH:mm
Att.

cc: Mr. John Anderson, Co. Engr.

NOTED
C. G. SWENSON

NOTED
JOHN D. GRAHAM

COMPLETED 3/4/57

OREGON STATE HIGHWAY DEPARTMENT

ITEMIZED STATEMENT OF FINAL COSTS

County Marion

Contract No. 4774

Date 9/6/57

FAS 128

Section Champoeg Creek Bridge

PAYMENTS TO CONTRACTOR

| Item | Unit | Unit Price | Total Qty. | Total Cost |
|---|---|---|---|---|
| 1. Remove old bridge | All | $1,855.00 | All | $ 1,855.00 |
| 2. Furnish treated tmbr. piling | l.f. | 1.35 | 3,510 | 4,738.50 |
| 3. Drive tmbr. piles | each | 51.70 | 54 | 2,791.80 |
| 4. Class "A" concrete | c.y. | 59.20 | 253.84 | 15,027.33 |
| 5. Metal reinforcement | lb. | 0.134 | 78,977 | 10,582.92 |
| 6. Treated tmbr. in place | M-FBM | 364.00 | 6.5 | 2,366.00 |
| 7. 8" metal drainpipe | l.f. | 3.00 | 100 | 300.00 |
| FA#1 Cement adjustment | bbl. | 4.60 | 7.95 | 36.57 |

Subtotal - - - - - - - - - - - - $37,698.12

Construction Engineering - - - - - - - 1,429.59

TOTAL CONSTRUCTION COSTS - - - - - - - $39,127.71

FEDERAL FUNDS COLLECTED FOR PROJECT - - - $24,081.00

AGREED COUNTY SHARE OF TOTAL COST

(50% of difference between total and federal funds)

($39,127.71 - $24,081) X 1/2 = $7,523.36

| | |
|---|---|
| County Advance Deposit | $8,000.00 |
| Less County Share Costs | 7,523.36 |
| REFUND DUE COUNTY | $ 476.64 |

JFR:mm

FAS [illegible] County [illegible] Contract No. [illegible]

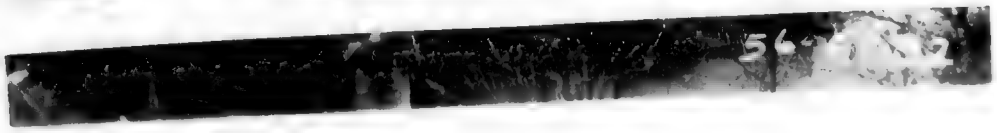
Section

Location [illegible]

[illegible] 41

56-C-33

57-C-50



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1984 957

1956 & 1957

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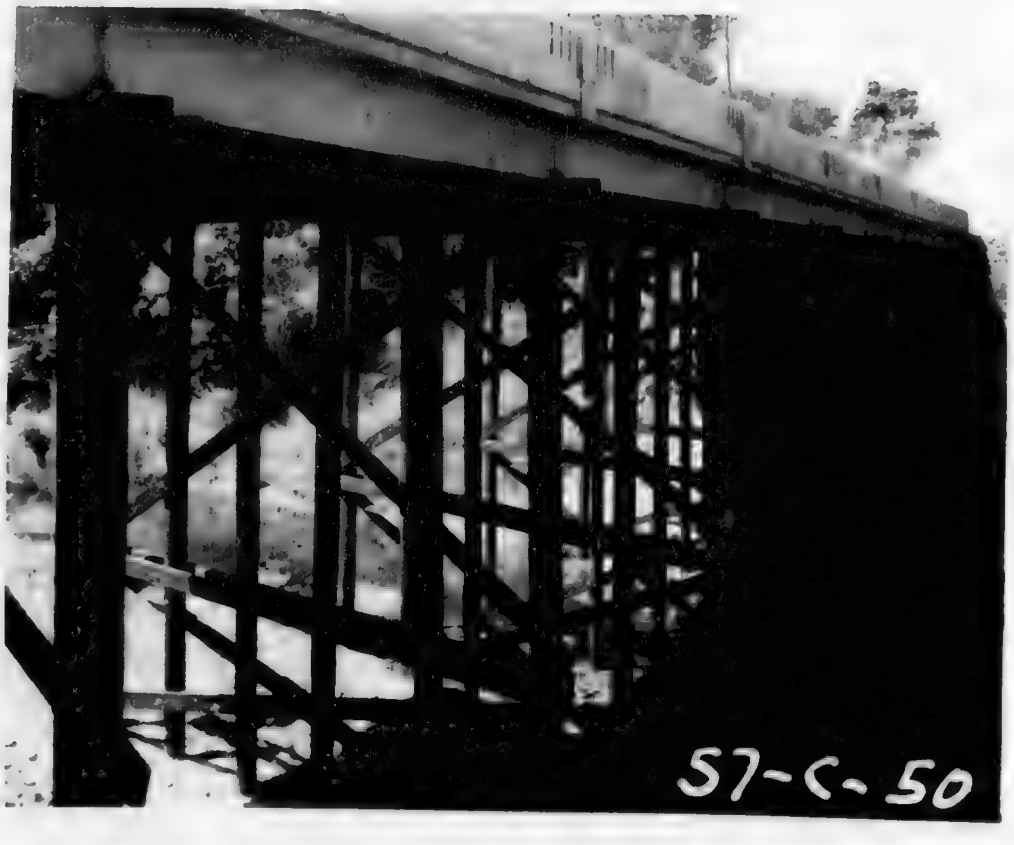

57-C-50

56-[illegible]-32

1956 & 1957

4774

[illegible]

OREGON STATE HIGHWAY DEPARTMENT

(date)

April 17, 1957

(CONTRACT NO.) 4774

(EST. NO.) 8 Post Final

(CONTRACTOR) United Builders, Inc. Assignee: St. Paul Fire and Marine Insurance Co.

(VOUCHER NO.) 8280

(WARRANT NO.) H-178634

(AMOUNT) $ 34.00

(DATE) 4/17/57

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

Ruth Rawlings

ACCOUNTING DIVISION

Specified completion Date: 110 Workdays from 7-28-56

Time Extensions: None

Completion Date: Mar. 4, 1957

Date Accepted: Mar. 28, 1957

Penalties: None of record

Claims: None of record

Remarks:

Date: 4-17-57

To the Accounting Division:

Release of the above warrant is hereby authorized

H B Glaisyer

H. B. Glaisyer
Secretary

Warrant Mailed: APR 18 1957

Ruth Rawlings

NOTED ON CARD

4774

OREGON STATE HIGHWAY DEPARTMENT
(date)
April 12, 1957

| | | |
|---|---|---|
| (CONTRACT NO.) | (EST. NO.) | (CONTRACTOR) |
| 4774 | 7 final | United Builders, Inc.,<br>Assigned To:<br>St. Paul Fire and Marine Ins. Co. |

| | | | |
|---|---|---|---|
| (VOUCHER NO.) | (WARRANT NO.) | (AMOUNT) | (DATE) |
| 7755 | H 178121 | $ 3,695.13 | April 11, 1957 |

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

Doris Moncleton
ACCOUNTING DIVISION

---

Specified completion Date: 110 Workdays from 7-28-56

Time Extensions: None

Completion Date: Mar. 4, 1957

Date Accepted: Mar. 28, 1957

Penalties: None of record

Claims: None of record

Remarks:

---

Date: 4-15-57

To the Accounting Division:

Release of the above warrant is hereby authorized

H B Glaisyer
H. B. Glaisyer
Secretary

Warrant Mailed: APR 15 1957

Ruth Rawlings

NOTED ON CARD

NOTED
Harold C. Ayers

April 3, 1957

NOTED
John F. Hagemann

Marion County Court
Courthouse
Salem, Oregon

Gentlemen:

This is to advise you that work on Contract No. 4774 for constructing the Champoeg Creek Bridge on FAS 128 in Marion County was completed on March 4, 1957.

Under the terms of agreement signed by the Court on July 5, 1956, and by the Highway Commission on July 13, 1956, the County assumed maintenance of and continued jurisdiction over the above project as of the date of completion.

Very truly yours,

W. C. Williams
State Highway Engineer

By

C. G. Swenson
Acting Engr., County and City Relations

JDG:mm

cc: Mr. John A. Anderson,
County Engineer

NOTED
JOHN D. GRAHAM

NOTED
C. G. SWENSON

A

RECEIVED
MAR 23 1957
FOR FILING
5-575
4774

March 22, 1957

CERTIFIED MAIL

Saint Paul-Mercury Indemnity Co.
Northwest Branch Office
Mills Bldg.
San Francisco 6, Calif.

Gentlemen:

State Highway Contract No. 4774 for constructing the Champoeg Creek Bridge on the Newberg-Yergens Corner Road in Marion County was completed by the contractor, United Builders, Inc., on March 4, 1957 but has not as yet been accepted by the Highway Commission.

Final payment in the amount of $3,695.13 will be released to the contractor, assigned to St. Paul Fire and Marine Insurance Co., after acceptance by the Commission. The total contract amount is $37,659.12 and no force account work was performed on the project.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Jewett,Barton,Leavy & Kern
Lewis Bldg.
Portland 4, Oregon

NOTED ON CARD

RECEIVED
MAR 25 1957
FOR FILING
[illegible]

4774

March 22, 1957

CERTIFIED MAIL

Saint Paul-Mercury Indemnity Co.
Northwest Branch Office
Mills Bldg.
San Francisco 6, Calif.

Gentlemen:

State Highway Contract No. 4774 for constructing the Champoeg Creek Bridge on the Newberg-Yergens Corner Road in Marion County was completed by the contractor, United Builders, Inc., on March 4, 1957 but has not as yet been accepted by the Highway Commission.

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The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Jewett, Barton, Leavy & Kern
Lewis Bldg.
Portland 4, Oregon

NOTED ON CARD
gl

RECEIVED
JAN 7 - 1957
FOR FILING
[illegible]
4774

1

December 27, 1956

C
O
P
Y

Mr. Clarence D. Porter
Claims Adjuster
St. Paul Fire & Marine Insurance Company
1027 Failing Building
Portland, Oregon

Dear Mr. Porter:

Reference is made to your letter of December 21, 1956 and our subsequent telephone conversation regarding the assignments given by United Builders, Inc. to the St. Paul Fire and Marine Insurance Company of all monies that are now due or which may hereafter become due the United Builders, Inc. in connection with Oregon State Highway Contracts 4690, 4774, and 4796.

In our telephone conversation yesterday you stated that you would ask the St. Paul Fire and Marine Insurance Company to forward to me assumption certificates whereby the St. Paul Fire and Marine Insurance Company assumes the liability of the St. Paul-Mercury Indemnity Company in connection with each of these contracts. I received such information in today's mail from Dorothy L. Wilson, the Company's Attorney-in- Fact.

This information appears to satisfy our requirements, so we will honor the assignments which were transmitted with your letter of December 21st. I am asking our Auditor to prepare future vouchers in connection with each of these jobs, payable to United Builders, Inc., assigned to the St. Paul Fire and Marine Insurance Company and to forward to the company at 200 Mills Building, San Francisco, California all warrants received from the Secretary of State in connection with these jobs. This is pursuant to the directive contained in your letter of December 21st.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

HBG:jmc
cc: St. Paul Fire and Marine Insurance Company
1012 Failing Building
Portland 4, Oregon
Attn: Dorothy L. Wilson, Attorney-in-Fact
C. H. Maison, (2)
Floyd Query

Mr. Maison: Attached are two photocopies of each of the assignments mentioned above together with two copies of each of the assumption certificates. Also enclosed are two copies of Mr. Porter's letter of December 21st and one copy of a letter that I received today, dated December 26, from the St. Paul Fire and Marine Insurance Company. It will be satisfactory for you to prepare future vouchers in connection with each of these jobs, payable to United Builders, Inc., assigned to St. Paul Fire and Marine Insurance Company. HBG

Mr. Query: Attached hereto is one executed copy of each of the assignments mentioned in the above letter, together with one copy of the assumption certificate with reference to change in the surety for each job. Mrs. Lewis should record these on her cards and should file the assignments and the certificates in the proper contract.

HBG

St. PA[illegible] FIRE AND MARINE INSURANCE CO.
St. Paul Mercury insurance company

COPY

December 26, 1956

Mr. H. B. Glaisyer, Secretary
Oregon State Highway Department
Salem, Oregon

Re: Bond No. 1745236/14445 - United Builders, Inc.
Bond No. 1745300/14473 - United Builders, Inc.
Bond No. 1746232/14485 - United Builders, Inc.

Dear Sir:

Pursuant to your telephone conversation with Mr. Clarence D. Porter regarding Assumption Certificates wherein the St. Paul Fire and Marine Insurance Company assumes the liability of the Saint Paul-Mercury Indemnity Company, we are enclosing the Assumption Certificates on the bonds involved as follows:

Bond No. 1745236/14445 - Contract No. 4690
Dairy Creek Bridge, Washington County

Bond No. 1745300/14473 - Contract No. 4774
Bridge over Champoeg Creek, Marion County

Bond No. 1746232 - Contract No. 4796
12th Street Bridge, Marion County

Yours very truly,

St. Paul Fire and Marine Ins. Co.

By: /s/ Dorothy L. Wilson
Its Attorney-in-Fact
Dorothy L. Wilson

REJ/dw

CLARENCE D. PORTER
Claim Adjuster
1027 Failing Building
Portland 4, Oregon

C
O
P
Y

December 21st, 1956

Mr. H. B. Glaisyer, Secretary
State Highway Commission
State Highway Building
Salem, Oregon

Dear Mr. Glaisyer: re-United Builders, Inc.

I am attaching assignment of claim covering estimates due on contracts Nos. 4690-4796 and 4774 executed by the United Builders, Inc. in favor of the St. Paul Fire and Marine Insurance Company and said assignments shall cover check or warrant which is to be issued on the estimates made up either on the first day of December or shortly thereafter and continue in force until completion of the contracts. I also attach original assignment given by the United Builders to the St. Paul Mercury Indemnity Company which corporation has been succeeded by the St. Paul Fire and Marine Insurance Company under date of May 18, 1955 which is still in full force and effect and is therefore supplemental to the present executed assignments.

Please see that the check issued in the month of December and all subsequent checks or warrants, as the case may be, are forwarded to the St. Paul Fire and Marine Insurance Company, 200 Mills Building, San Francisco, California.

I gave you notice of this assignment a few days ago so that you could make proper notation on your records.

Please acknowledge receipt of these assignments.

Yours very truly,

St. Paul Fire and Marine Ins. Co.

by /s/ Clarence D. Porter

Clarence D. Porter
Adjuster

2

GENERAL AGREEMENT OF INDEMNITY

# SAINT PAUL-MERCURY INDEMNITY COMPANY

ST. PAUL, MINNESOTA

***Know All Men By These Presents,*** that whereas, the Saint Paul-Mercury Indemnity Company, hereinafter referred to as the Surety Company, has executed or may hereafter execute a bond or bonds on behalf of the undersigned or any of them, hereinafter referred to as Indemnitors, and/or the corporation(s) and/or firm(s) and/or individual(s) named in the Schedule hereof or any additions thereto;

***And Whereas,*** the Indemnitors have a substantial, material and beneficial interest in the obtaining of the said bond or bonds.

***Now, Therefore,*** in consideration of the premises and the sum of One ($1.00) Dollar in hand paid to the Indemnitors by the Surety Company, the receipt of which is hereby acknowledged, the Indemnitors, for themselves, their heirs, executors, administrators, successors and assigns jointly and severally hereby covenant and agree with the Surety Company, its successors and assigns, in the manner following:

1. That the Indemnitors will promptly pay or cause to be paid in cash to the Surety Company in advance, or if not in advance, at such times and in such manner as may be agreed upon, premium or premiums for such bond or bonds at the rates and at the times specified by the Surety Company and will continue to pay the same where such bond or bonds are continued until the Surety Company shall have been fully discharged and released from any and all liability upon the said bond or bonds, and all matters and things arising therefrom and until there shall have been furnished to the Surety Company satisfactory proof by evidence legally competent of such discharge and release.

2. The Indemnitors shall at all times (a) indemnify, and keep indemnified, and hold and save harmless the Surety Company from and against any and all liability, loss, damages, costs and expenses of whatever nature or kind which the Surety Company shall or may, at any time, sustain, incur, or be put to, for, or by reason, or in consequence of the Surety Company having given and executed any such bond or bonds and (b) shall immediately pay, reimburse and make good to the Surety Company all sums and amounts of money which the Surety Company shall pay, or cause to be paid, on account of the execution of any such bond or bonds, and (c) shall pay, as collateral security, to the Surety Company as soon as it shall become liable therefor on any such bond or bonds, any and all sums for which the Surety Company shall become liable, irrespective of whether the Surety Company shall have paid out such sums, or any part thereof.

The Indemnitors shall reimburse the Surety Company for all costs, counsel fees and expenses which it may incur in collecting a premium or a loss sustained on any such bond or bonds or in investigating any claim made thereunder, or in investigating any application, or in prosecuting or defending any action, suit or other proceeding which may be commenced or prosecuted against the principal, or against the Surety Company, upon any such bond or bonds, or in any wise relating thereto.

3. The Indemnitors, immediately upon becoming aware of any demand, notice, or proceeding preliminary to determining or fixing any liability with which the Surety Company may be subsequently charged under the said bond or bonds or any renewal thereof or any new bond issued in continuation thereof or as a substitute therefor, shall notify the Surety Company thereof in writing.

4. In the event the Surety Company is required, for any reason whatsoever, to reserve from its assets an amount to cover any contingent claim or claims under any of said bond or bonds it may issue, the Indemnitors hereby covenant and agree immediately on demand to deposit with the Surety Company, in current funds, an amount sufficient to cover any such contingent claim or claims, to be held by the Surety Company as collateral security on the said instrument, in addition to the indemnity afforded by this agreement; and if the Surety Company is required to enforce performance of this covenant by action at law or in equity, the costs, charges and expenses, which it may incur, shall be included in such action and be paid by the Indemnitors.

The Indemnitors further authorize and empower any attorney in any State of the United States, at request of the Surety Company, to appear for the Indemnitors, and confess judgment against them, and each of them, for any sum or sums due under this agreement up to the full amount of bond or bonds executed by the Surety Company, upon the faith and security afforded by the Indemnitors under this agreement, without stay of execution, waiving inquisition and condemnation of any real estate, and the Indemnitors, and each of them, do hereby waive the benefit of any law or laws now in force or which may hereafter become in force, exempting property from levy and sale upon execution; this authority to continue until the Surety Company's liability under any such bond or bonds shall have wholly terminated. Whenever the laws of any State shall provide a method for confession of judgment to which the authority hereby given will not apply, the Indemnitors further agree to execute upon the Surety Company's demand such papers as will carry into effect the entry of judgment by confession against the Indemnitors for the sum or sums above mentioned.

5. If any bond or bonds be given in connection with a contract, the Surety Company is hereby authorized, but not required, to consent to any change in the contract or in the plans or specifications relating thereto; to make or guarantee advances or loans for the purposes of the contract without the necessity of seeing to the

(OVER)

application thereof, it being understood that the amount of all such advances or loans, unless repaid with legal interest by the Contractor to the Surety Company when due, shall be conclusively presumed to be a loss hereunder; in the event of the abandonment, forfeiture or breach of the contract, or the breach of any bond given in connection therewith, or the failure, neglect or refusal to pay for labor or materials used in the prosecution of the contract, to take possession of the work under the contract and, at the expense of the Indemnitors, to complete the contract, or cause, or consent, to the completion thereof. The Indemnitors hereby assign, transfer, and set over to the Surety Company (to be effective as of the date of any such bond, but only in the event of a default as aforesaid), all of their rights under the contract, including their right, title and interest in and to all subcontracts let in connection therewith; all machinery, plant, equipment, tools and materials which shall be upon the site of the work or elsewhere for the purposes of the contract, including all materials ordered for the contract, and any and all sums due under the contract at the time of such abandonment, forfeiture, breach, failure, neglect or refusal, or which may thereafter become due, and the Indemnitors hereby authorize the Surety Company to endorse in the name of the payee, and to collect any check, draft, warrant or other instrument made or issued in payment of any such sum, and to disburse the proceeds thereof.

6. That the Surety Company may, at any time hereafter, without releasing or discharging the Indemnitors from any claim, demand, damage, action, costs, liability or any other expense theretofore incurred or accrued, take such action as it might deem necessary or proper to obtain its release from any and all liability under the said bond or bonds, and the Indemnitors further agree that they shall further secure and indemnify the Surety Company against any and all charges, liabilities and expenses of whatever nature which the Surety Company may sustain or incur or be put to in obtaining such release.

7. The Surety Company may also alter, change, modify, amend, limit or extend the said bond or bonds, and any renewal or other obligation in place or in lieu thereof, and in any such case the Indemnitors shall be liable to the Surety Company as fully and to the same extent on account of any such altered, changed, modified, amended, limited or extended bond or bonds or renewal or substitution thereof, whenever and as often as made, as though such bond or bonds is or are described at length herein.

8. The Surety Company may also adjust, settle or compromise any claim or suit arising under said bond or bonds, and with respect to any such claim or suit, take whatever action it may deem appropriate; and its determination as to whether any such claim or suit shall be settled or defended shall be binding and conclusive upon the Indemnitors.

9. That it shall not be necessary for the Surety Company to give to the Indemnitors or any of them notice, which is hereby expressly waived, of any act, fact or information coming to the notice or knowledge of the Surety Company concerning or affecting its rights or liabilities under any such bond or bonds by it so executed, or the rights and liabilities of the Indemnitors herein.

10. Any property of any kind which may have been, or may hereafter be pledged as collateral security on any one or more of such bonds may, at the option of the Surety Company, be retained as collateral security on any and all bonds coming within the scope of this agreement, whether theretofore or thereafter executed, and for the full and complete performance in all respects of the covenants of the Indemnitors. In case the Surety Company should deem it advisable for the purpose of meeting any actual or prospective claim or demand under any such bond or bonds or to pay any expenses incurred or to be incurred in connection therewith, or in case the Surety Company should be of the opinion that said property is likely to so decline in market value that the security to the Surety Company will be inadequate, the Surety Company shall have full power and authority, without notice to the Indemnitors or any of them, to sell, assign, and deliver said collateral, or any part thereof at public or private sale at the option of the Surety Company, its successors and assigns, with the right to be the purchaser itself at any such sale, and to use the proceeds, or any such part thereof as may be necessary, in order to protect itself and any other Surety or Sureties executing such bond or bonds against loss, costs, damages, attorneys' fees and expenses as aforesaid; and, after deducting all legal and other costs and expenses of such sale, and all such loss, costs, damages, attorneys' fees and expenses as aforesaid, and all premiums due the Surety Company or any such Surety or Sureties for any such bond or bonds, shall return the remainder of such collateral or the proceeds of sale, if any, to the person or persons legally authorized to receive the same; provided the Surety Company shall not be responsible for any loss resulting to said property from any cause other than the wrongful act or neglect of its officers and employes.

11. The Surety Company shall have the absolute right at its option to decline to execute any bond or bonds without impairing the validity of this agreement.

12. That this instrument shall protect, in the name of the Surety Company, any and all surety or reinsuring companies that may assume reinsurance or co-suretyship on any such bond or bonds, and in like manner, shall indemnify such other reinsurer or co-surety as the Surety Company has procured or may procure to execute or to join with it in executing any such bond or bonds, it being agreed that this instrument shall inure to the benefit of any such reinsurer or co-surety, so as to give it or them the right of action hereunder.

13. That the acceptance of security or consideration shall not be taken as a waiver of any right or remedy which the Surety Company might have by statute or otherwise.

14. In case the execution hereof by any of the parties herein mentioned may be defective or invalid for any reason, such failure, defect or invalidity shall not in any manner affect the validity of this obligation or the liability hereunder as to any or all of the parties executing this obligation; but each and every of the parties joining herein shall be and remain fully bound and liable hereunder to the same extent as if such failure, defect or invalidity had not existed. This agreement although executed subsequent to the issuance of any bond or bonds referred to herein is of the same force and effect as though executed prior to the issuance of such bond or bonds.

## SCHEDULE

| NAME | ADDRESS |
|---|---|
| UNITED BUILDERS, INC. | 400 N. W. Beaverdam Road, Beaverton, Oregon |

*In Testimony Whereof*, the Indemnitors have hereunder set their hands and affixed their seals this 18 day of May 1955.

Signed, sealed and delivered
in the presence of

x Paul S Taggart V.P. (Seal)
Address
x James W Taggart P (Seal)
Address

STATE OF Oregon }ss.:
COUNTY OF Multnomah

On the 18 day of May, in the year fifty-five, before me personally came Paul S. Taggart, Vice President and James W. Taggart, Asst. Vice President to me known, and known to me to be the individual s described in and who executed the foregoing instrument, and duly acknowledged to me that t he y executed the same.

Helen M. Pray
(Helen M. Pray) Notary Public.
Multnomah County County.
My Commission Expires July 12, 1957

STATE OF }ss.:
COUNTY OF

On the day of , in the year , before me personally came to me known who, being by me duly sworn, did depose and say, that he resides in , that he is the of the the corporation described in, and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he signed his name thereto by like order.

Notary Public.
(SEAL) County.

STATE OF }ss.:
COUNTY OF

On the day of , in the year , before me personally came to me known and known to me to be a member of the firm of described in and who executed the foregoing instrument, and he thereupon acknowledged to me that he executed the same as and for the act and deed of the said firm.

Notary Public.
County.

RECEIVED
NOV 21 1956
FOR FILING

S-312 (1)

4774

November 16, 1956

COPY

United States National Bank
Beaverton Branch
Beaverton, Ore.

Attention: Mr. H. E. Rosendahl
Assistant Manager

Gentlemen:

Further reference is made to your letter of November 9 concerning the assignment of monies earned by United Builders, Inc. in connection with three state highway contracts.

I am now in receipt of a letter from Mr. Paul S. Taggert, of the United Builders, Inc., to the affect that they no longer wish to assign the monies due them, and he has asked that future warrants be mailed direct to the United Builders, Inc.as in the past. He also requests that the assignments that you transmitted with your letter of November 9, 1956 be returned to you. The same are enclosed.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

HBG:jmc

cc: United Builders, Inc.
P. O. Box 211
Beaverton, Ore

C. W. Maison (2)

UNITED BUILDERS, INC.
Contractors & Builders
P.O. Box 211, Beaverton, Oregon

Nov. 15, 1956

Mr. H. B. Glaisyer
Oregon State Highway Commission
Salem, Oregon

Dear Mr. Glaisyer:

Regarding your letter to the U.S. Bank of November 13, and our telephone conversation of yesterday.

After talking with our attorney we have decided to let the matter stand as it is. Will you therefore please send your copy of the assignment back to the U. S. Bank at Beaverton. Checks will continue to come direct to us as before.

Thank you very much for your cooperation in this matter.

Very truly yours,

United Builders Inc.

/s/ Paul S. Taggart

pst/a

Salem, Oregon
November 14, 1956

Mr. C. H. Maison, Cheif Auditor
Office

Yesterday I sent you a copy of a letter that I wrote to the United States National Bank of Portland regarding the proposed assignment by United Builders, Inc. to the Beaverton Branch of the United States National Bank of monies due in connection with three Oregon State Highway contracts, numbers 4690, 4774 and 4796. In a longhand note on your copy, I asked you to hold up payments in connection with each of these jobs until the assignments were completed.

I have been in telephone conversation with the United Builders, Inc. today and it now appears that they will not go through with the assignment. Until further notice, therefore, will you please release monies earned in connection with these jobs as in the past; sending ~~award~~ warrants directly to the United Builders, Inc. No assignments are involved. I will let you know if and when the United Builders should decide to proceed with the assignment.

Thanks a lot.

H. B. Glaisyer, Secretary

November 13, 1956

Mr. H. E. Rosendahl
Assistant Manager
Beaverton Branch
U.S. National Bank of Portland
Beaverton, Oregon

Dear Mr. Rosendahl:

Reference is made to your letter of November 9, 1956 pertaining to future payments to United Builders, Inc. of monies due them in connection with the following State Highway Contracts:

4690, Dairy Creek Bridge
4774, Champoeg Creek Bridge
4796, widening 12th Street Bridge in Salem

I referred your letter to our Chief Auditor, Mr. C. H. Maison, thinking that what you had in mind was simply the mailing of future warrants to the bank. However, I am now informed that what you really had in mind was the assignment of the funds to the bank. Such being the case, it will be necessary for United Builders, Inc. to execute the Highway Commission's standard assignment form for each of these jobs. I have prepared for your convenience five copies of this form for each of the contracts in question. They should all be signed by the President and Secretary of the UnitedBuilders, Inc. and the corporate seal affixed thereto. The original and one copy of each assignment, both of which must be properly signed, are to be returned to this office for further handling. We will be glad to honor the assignment of the monies due in connection with each contract on the condition that we are furnished a letter from the surety on the performance bond in each instance, consenting to the assignment without prejudice to the bond. We prefer a separate letter from the surety for each contract. I wish to stress that we cannot accept an assignment unless it is accompanied by the surety's consent as stated.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

HBG:blm
cc: United Builders, Inc.
P. O. Box 211
Beaverton, Oregon

C. H. Maison (2)

BEAVERTON BRANCH

The United States National Bank

of Portland, Oregon

Beaverton, Oregon

November 9, 1956

Oregon State Highway Department
Salem, Oregon

Gentlemen:

Enclosed please find a letter of authority signed by Paul S. Taggart, Vice President, United Builders Inc. authorizing your to render payment for certain contracting jobs to the order of United Builders, Inc. and Beaverton Branch, United States National Bank of Portland.

Will you kindly acknowledge receipt of the authorization on the enclosed copy of the letter and return to this bank.

Thank you for your kind attention to this matter.

Very truly yours,

/s/ H. E. Rosendahl

H. E. Rosendahl
Assistant Manager

Encls.
HER:cj

A

RECEIVED
OCT 13 1956
FOR FILING
S-313(1)

4774

October 3, 1956

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

We are forwarding two copies of project agreement, signed by the Highway Commission, for the Champoeg Creek Bridge, Project No. S-313(1).

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

RNC:ia

# PROJECT AGREEMENT

DESCRIPTION: (JOB, SECTION AND HIGHWAY)

Champoeg Creek Bridge
Newbery - Yergens Corner Road
Marion County

NATURE OF WORK:

structure

CONTRACT NUMBER, CONTRACTOR AND DATE OF AWARD:

4774 United Builders, Inc. 7-18-56

DATE OF COMPLETION:

110 Workdays from 7-28-56

REMARKS:

CP R8-2234

FORM PR 3 (October 1954)

U. S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

State Orego
County Marion
Project No. S-313(1)

# PROJECT AGREEMENT FOR SECONDARY ROAD UNDER 1954 SECONDARY ROAD PLAN

MEMORANDUM OF AGREEMENT made this 28th day of Sept., 1956, by and between The Oregon State Highway Commission, constituting for the purpose hereof the Highway Department of the State of Oregon, hereinafter called the Highway Department, and the Commissioner of Public Roads, Bureau of Public Roads, Department of Commerce, hereinafter called the Commissioner, pursuant to the provisions of the Act of Congress approved July 11, 1916 (39 Stat., 355), as amended and supplemented.

WITNESSETH:

WHEREAS, the Highway Department of said State has submitted a program, which was approved on the 22nd day of March, 1956, for the project hereinafter described; and

WHEREAS, the Highway Department has furnished a contract estimate or force account estimate for said project; and

WHEREAS, State or local funds have been made available for the project in accordance with the requirements of the aforesaid Act of July 11, 1916, as amended and supplemented.

NOW, THEREFORE, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Commissioner do hereby mutually agree as follows:

## WORK EMBRACED IN PROJECT

ARTICLE I. This agreement covers the following work as briefly described in the program:

Being 0.038 miles of bridge construction,
(Character of work)

between FAS 102 south of Newberg and FAS 678 at Aurora,
(Control points)

consisting of 0.000 miles of roadway and one (Number) bridge~~s~~ totaling 0.038 miles in length.

## CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE II. The Highway Department will construct or cause to be constructed to final completion said project under its direct supervision, which shall include adequate inspection throughout the course of construction, and in accordance with the standards and procedures approved by the Commisioner under its 1954 Secondary Road Plan.

## UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE III. The United States pro rata share of the cost of the project covered by this agreement shall not in any event exceed the sum of twenty four thousand, three hundred and 00/100 dollars ($24,300.00), which does not exceed the authorized United States pro rata share of the approved total estimated cost of said project, which is thirty nine thousand, two hundred fifty two and 51/100 dollars ($39,252.51).

## PAYMENTS

ARTICLE IV. As the work on said project progresses, or upon its completion, and upon receipt of vouchers from the Highway Department, the Commissioner shall from time to time submit schedules of vouchers certified by him to the Secretary of the Treasury for payment to the official or depository authorized under the laws of said State and designated by the Highway Department to receive public funds.

The Commissioner reserves the right to withhold such sums as he may deem necessary to insure completion of the work in compliance with this agreement.

## MAINTENANCE OF PROJECT

ARTICLE V. The Highway Department will be responsible for the maintenance of said project in compliance with said Act of July 11, 1916, as amended and supplemented, and will use every means within its power to insure proper and permanent maintenance thereof.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures as of the day and year first above written.

OREGON STATE HIGHWAY COMMISSION
(Official title of Highway Department)

By
Chairm, State Highway Commission
(Title)

By Chas H Reynolds
Member, State Highway Commission
(Title)

By
Member, State Highway Commission
(Title)

Attest
SECRETARY

RECOMMENDED FOR APPROVAL:
STATE HIGHWAY ENGINEER

COMMISSIONER OF PUBLIC ROADS
By
Division Engineer, Bureau of Public Roads

—33205

RECEIVED
SEP 24 1956
OREGON DISTRICT

August 27, 1956

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

We are enclosing four copies of estimate as a basis for project agreement for the Champoeg Creek Bridge, Project No. S-313(1).

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

FMC:ia

Encl.

Oregon State Highway Department

Federal Aid Secondary
Project No. S-313(1)

## CHAMPOEG CREEK BRIDGE

## ON THE [illegible]-YERGENS CORNER ROAD IN MARION COUNTY

(Estimate as a basis for project agreement. Based on low bid prices.)

Salem, Oregon, August 23, 1956

Type Code X021
Champoeg Creek Bridge (Sta. 15+25 to Sta. 17+25)(Contract No. A774)

| | | | |
|---|---|---|---|
| All Required | Remove Old Bridge | | $ 1,855.00 |
| 3,510 lin. ft. | Furnish Treated Timber Piling | $ 1.35 | 4,738.50 |
| 54 only | Drive Treated Timber Piles | 51.70 | 2,791.80 |
| 240 cu. yds. | Class "A" Concrete | 59.20 | 14,208.00 |
| 75,000 lbs. | Metal Reinforcement | 0.134 | 10,050.00 |
| 4.7 M-FBM | Treated Timber in Place | 364.00 | 1,710.80 |
| 110 lin. ft. | 8-inch Metal Drain Pipe | 3.00 | 330.00 |
| | Subtotal | | $ 35,684.10 |
| | 10% Engr. & Cont. | | 3,568.41 |
| | | | $ 39,252.51 |

Length of Structure 0.038 miles

| | |
|---|---|
| Federal Funds- - - - - - - - - - - - - - - - - - - - - - - - - - | $ 24,300.00 |
| State Funds- - - - - - - - - - - - - - - - - - - - - - - - - - - | 7,476.25 |
| County Funds - - - - - - - - - - - - - - - - - - - - - - - - - - | 7,476.26 |
| | $ 39,252.51 |

State Funds for Const: Chap. 175, laws 1917; Chap. 31, laws 1920; Chap. 529, laws 1939.

Funds for Maint: Chap. 529, laws 1939.

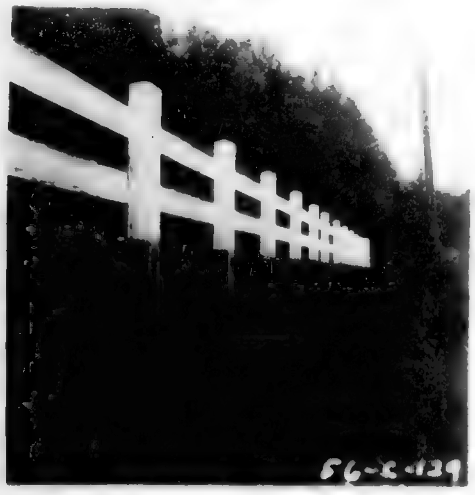
Note: Necessary funds have been deposited with the Highway Department by Marion County.

9/18/56

FAS 128 County Marion Contract No. ______

Section ______

Location ______



RECEIVED
AUG 14 1956
FOR FILING

August 13, 1956

United Builders, Inc.
P. O. Box 211
Beaverton, Oregon

Gentlemen:

We enclose herewith for your files a fully executed copy of contract No. 4774, which was awarded to you by the State Highway Commission on July 18, covering Champoeg Creek Bridge on the Newberg-Yergens Corner Road in Marion County.

A copy of this contract is also being sent to the surety on your performance bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encl.

JOHN A. ANDERSON, C. E.
COUNTY ENGINEER

THEO. KUENZI
ASST. COUNTY ENGINEER

OFFICE OF ENGINEER
COUNTY OF MARION
COURTHOUSE
PHONE 4-4401, EXTENSION 74
SALEM, OREGON

V.

NOTED
V. R JONES

NOTED
J. W. CATTRALL

August 6, 1956

RECEIVED
AUG 7 1956
ENGINEER
COUNTY & CITY RELATIONS

Mr. John Cattrall✓
City-County Relations
State Highway Department
State Highway Building
Salem, Oregon

Dear Mr. Cattrall:

We are in receipt of a sign deed from Henry Zorn and signed option from H. L. Fischer for right of way on the Champoeg Creek Bridge, FAS 128.

We are forwarding a deed to Mr. Fischer for his signature.

Very truly yours,

W. Robert Massey

W. Robert Massey
Right of Way Agent

WRM:jh

RECEIVED
STATE [illegible]

Form A-150—10M—8-56

NOTED
V. R JONES

INVOICE

# Oregon State Highway Department

SALEM, OREGON

*Invoice No.* 46359

*Date* July 20, 1956

*Your Req. No.*

*Billing Request No.* 00-255 A

*Credit distribution:* 524-1012-297

Marion County
Salem, Oregon

County Court

J. F. HAG

JUL 2 1 1956

| | |
|---|---|
| Advance Deposit | $9,000.00 |
| Partial transfer county's share total cost. Champoeg Creek Bridge, FAS 128, in Marion County. Covered by agreement dated July, 1956. Contract No. 4774 | 6,000.00 |
| To be retained | $3,000.00 |

RECEIVED
JUL 24 1956
COUNTY & CITY RELATIONS

$1,000 Trd to Hamner Rd - Mill Creek Brdge, agr 735. Adj 524-1021-297 JJH, 4/9/57

ACKNOWLEDGMENT OF BILLING REQUEST

State Printing 83944

Cash Received with Request: $................

By ........................................

By

John W. Cattrall
Engineer, County and City Relations

JFH:mm

NOTED
Harold C. Ayers

July 18, 1956

Mr. John Anderson
Marion County Engineer
Courthouse
Salem, Oregon

NOTED
J. W. CATTRALL

NOTED
J. F. HAGEMANN

Dear Mr. Anderson:

This is to acknowledge receipt of an advance deposit of $9,000 in connection with the Champoeg Creek Bridge on FAS 128. Contract No. 4774 has been awarded to United Builders, Inc., and a copy of the contract will be forwarded as soon as available.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

John W. Cattrall
Engineer, County and City Relations

JFH:mm

NOTED
J. W. CATTRALL

July 16, 1956

Mr. John Anderson
Marion County Engineer
Courthouse
Salem, Oregon

NOTED
Harold C. Ayers

NOTED
J. F. HAGEMANN

Dear Sir:

On July 12th a satisfactory bid was received from United Builders, Inc., of Beaverton for constructing the Champoeg Creek Bridge on FAS 128 in Marion County. As per the agreement between County and State the following advance deposit from the county is required:

| | |
|---|---|
| Bid Items . . . . . . . . . . . . . . . . . | $35,684.10 |
| 12-1/2% Engineering & Contingencies . . . | 4,460.51 |
| Estimated Total Cost . . . . . . . | $40,144.61 |
| Advance Deposit of 20% = | $ 8,000.00 |

As the County has refunds from previous FAS projects totaling $1,786.99 a cash deposit of $6,213.01 is all that is required at this time; however, if the County wishes to deposit more at this time we will hold the excess funds deposited and apply same to future FAS projects. Please make your deposit by check or warrant payable to the Oregon State Highway Commission, forwarding same to this office. Upon receipt of said deposit and a letter certifying that all right-of-way is clear, a contract will be signed.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

John W. Cattrall
Engineer, County and City Relations

H
Recd 9,000

JFH:mm

NOTED
J. W. CATTRALL

July 16, 1956

Mr. John Anderson
Marion County Engineer
Courthouse
Salem, Oregon

NOTED
Harold C. Ayers

NOTED
J. F. HAGE[illegible]NN

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|---|---|
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Very truly yours,

R. H. Baldock
State Highway Engineer

By

John W. Cattrall
Engineer, County and City Relations

Recd $9,000

JFH:mm

Harold C. Ayers

NOTED
J. W. CATTRALL

June 13, 1956

Mr. John Anderson
Marion County Engineer
Courthouse
Salem, Oregon

J. W. CATTRALL

Dear Mr. Anderson:

Final costs are now available for the Hopmere-Wheatland Junction section of FAS 159 and it has been determined that the County's share of these costs is $12,128.60 as shown in the attached statement. As the County initially deposited $13,200 a refund of $1,071.40 is due. This refund will be made by a check within the next few days or, if the County prefers, it can be retained by the State to apply towards the County's share of future FAS projects. Please advise which is desired.

It is presently planned to accept bids on the Champoeg Creek Bridge on FAS 128 at the July 12-13 Highway Commission meeting. The estimated cost for this structure is approximately $45,000. Due to underruns in projects presently under contract it is estimated that the County has a total of available FAS funds of approximately $68,000 (including Federal, State, and County funds).

The normal procedure in the case of the Champoeg Creek Bridge project would be to require an advance deposit from the County after bids have been received on July 12-13. This deposit would be 20% of the estimated total cost based on the low bid received; however, if for budget purposes the County wishes to make an advance deposit prior to July 1st, it may do so and the amount deposited will be retained by the State to apply against the Champoeg Creek Bridge and any future FAS project in the event the deposit exceeds the amount required for the bridge.

It would be appreciated if you would advise this office of the County's wishes in this matter.

Very truly yours,

R. H. Baldock
State Highway Engineer

By: John W. Cattrall
Engineer, County and City Relations

JFH:mm
Att.

Harold C. Ayers

NOTED
J. W. CATTRALL

June 13, 1956

Mr. John Anderson
Marion County Engineer
Courthouse
Salem, Oregon

J. W. CATTRALL

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The normal procedure in the case of the Champoeg Creek Bridge project would be to require an advance deposit from the County after bids have been received on July 12-13. This deposit would be 20% of the estimated total cost based on the low bid received; however, if for budget purposes the County wishes to make an advance deposit prior to July 1st, it may do so and the amount deposited will be retained by the State to apply against the Champoeg Creek Bridge and any future FAS project in the event the deposit exceeds the amount required for the bridge.

It would be appreciated if you would advise this office of the County's wishes in this matter.

Very truly yours,

R. H. Baldock
State Highway Engineer

By: John W. Cattrall
Engineer, County and City Relations

JFH:mm
Att.

A

RECEIVED
JUL 25 1956
FOR FILING

S-313(1)

4774

[illegible] 284
[illegible] 133

Salem, Oregon
July 19, 1956

Agreements
Champoeg Creek Bridge
FAS 128, Marion County

Mr. John W. Cattrall
City & County Relations Engineer
Office

Attached hereto for further handling are four certified copies of a maintenance agreement and one conformed copy of a finance agreement with Marion County covering the Champoeg Creek Bridge section of FAS 128, Marion County.

One fully executed copy of each agreement has been retained in this office for the Commission's files and one fully executed copy of each has been sent to the County Court of Marion County.

Secretary

rn
Attach: 5

RECEIVED
JUL 25 1956
FOR FILING

4

RECEIVED
JUL 25 1956
FOR FILING

| |
|---|
| 5-313(1) |
| |
| 4224 |

Maintenance 284
Finance 133

Salem, Oregon
July 19, 1956

Agreements
Champoeg Creek Bridge
FAS 128, Marion County

Mr. John W. Cattrall
City & County Relations Engineer
Office

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One fully executed copy of each agreement has been retained in this office for the Commission's files and one fully executed copy of each has been sent to the County Court of Marion County.

Secretary

rn
Attach: 5

FORM E30—80M—2-55—82996

# OREGON STATE HIGHWAY DEPARTMENT

## INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
July 10, 1956

**SUBJECT:** Agreements
Champoeg Creek Bridge
FAS 128, Marion County

**To:** Mr. G. S. Paxson
OFFICE

Attached are three copies of a finance agreement covering the Champoeg Creek Bridge section of FAS 128 in Marion County.

Two copies of the agreement have been executed by the Court and are now ready for presentation to the Highway Commission. Both copies require your signature of approval.

Also attached are six copies of a maintenance agreement covering the same project. After signature by the Highway Commission, please return four either fully executed or certified true copies to this office for transmittal to the B.P.R.

This project was approved by the Commission 1/26/56.

Robert H. Prange
Robert H. Prange
Office Engr., County & City Relations

JDG:mm
Att.

AUTHORIZED BY HIGHWAY COMMISS
DATE 1-26-56 Minute Page 34
Secretary

2 (A)

Sign 2 copies of each

RECEIVED
JUL 10 1956
OFFICE OF
STATE HIGHWAY ENGINEER

A

RECEIVED
JUL 20 1956
FOR FILING

[illegible]

[illegible]

July 19, 1956

County Court of Marion County
Court House
Salem, Oregon

Gentlemen:

We are enclosing herewith for the records and files of Marion County one fully executed copy each of a maintenance and finance agreement between the State Highway Commission and Marion County covering the Champoeg Creek Bridge section of FAS 128 in Marion County.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

rn
Enc. 2

RECEIVED
AUG 14 1956
FOR FILING

S-313 (1)

4774

July 18, 1956

United Builders, Inc.
P. O. Box 211
Beaverton, Oregon

Gentlemen:

The State Highway Commission on July 12, 1956 accepted your proposal for construction of the Champoeg Creek Bridge on Newberg-Yergens Corner Road in Marion County for the sum of $35,684.10 and referred it to the State Highway Engineer with authority to award the contract to you as soon as certain conditions had been fulfilled. This note is to inform you that such conditions have now been satisfied and that the State Highway Engineer today awarded you the contract in conformity with the Commission's authorization. This project has been assigned Contract No. 4774.

Contract forms are now being prepared in this office and will be mailed to you shortly for execution.

This confirms my wire to you of this date.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

mm

cc: Pacific Builder & Engineer, Inc.
2418 Third Avenue
Seattle 1, Washington

Attention: Dorothy McCormack

Forrest Cooper
S. H. Probert
R. G. Savage, SIAC
P. M. Stephenson

NOTED
J. Mc C.

E. R.

NOTED
V. R. JONES

NOTED
Harold C. Ayers

Salem, Oregon

| DOMESTIC SERVICE | |
|---|---|
| Check the class of service desired; otherwise this message will be sent as a fast telegram | |
| TELEGRAM | ☐ |
| DAY LETTER | ☐ |
| NIGHT LETTER | ☐ |

$
S
E

# WESTERN UNION
## TELEGRAM

W. P. MARSHALL, PRESIDENT

1206 (4-55)

| INTERNATIONAL SERVICE | |
|---|---|
| Check the class of service desired; otherwise the message will be sent at the full rate | |
| FULL RATE | ☐ |
| LETTER TELEGRAM | ☐ |
| SHORE-SHIP | ☐ |

| NO. WDS.-CL. OF SVC. | PD. OR COLL. | CASH NO. | CHARGE TO THE ACCOUNT OF | TIME FILED |
|---|---|---|---|---|
| | | | | |

*Send the following message, subject to the terms on back hereof, which are hereby agreed to*

Salem, Oregon
July 18, 1956
9:45 a.m.

United Builders, Inc.
P. O. Box 211
Beaverton, Oregon

Contract for Champoeg Creek Bridge on Newberg-Yergens Corner Road, Marion County for which you submitted low bid on July 12, 1956 awarded you today. Contract forms follow shortly.

H. B. Glaisyer, Secretary
OREGON STATE HIGHWAY COMM.

cc: Accounting (5003-900)
Files ✓
C. W. Head

JDG:mm
Att.

NOTED
V. R. JONES

NOTED
Harold C. Ayers

Salem, Oregon
July 10, 1956

Agreements
Champoeg Creek Bridge
FAS 128, Marion County

Mr. G. S. Paxson
OFFICE

J. F. HAGEMAN

NOTED
W. CATTRALL

Attached are three copies of a finance agreement covering the Champoeg Creek Bridge section of FAS 128 in Marion County.

Two copies of the agreement have been executed by the Court and are now ready for presentation to the Highway Commission. Both copies require your signature of approval.

Also attached are six copies of a maintenance agreement covering the same project. After signature by the Highway Commission, please return four either fully executed or certified true copies to this office for transmittal to the B.P.R.

This project was approved by the Commission 1/26/56.

Robert H. Prange
Office Engr., County & City Relations

JDG:mm
Att.

NOTED
V R JONES

NOTED
J. W. CATTRALL

NOTED
Harold C. A

Memo to J. W. Nash
2/2/56

Champoeg Creek Bridge
FAS Route 128

This bridge is located approximately 3.3 miles easterly from the junction of FAS 128 with FAS 102 and approximately 3.3 miles westerly from the west city limits of Donald. The existing structure is a 316' long untreated timber bridge which is inadequate due to deterioration.

The proposed project is to construct a reinforced concrete bridge on treated piling on approximately the same alignment as the existing structure. The new structure is to be 200' in length with a horizontal clearance of 26'. Road approaches will be constructed by Marion County to an oiled or paved wearing surface without federal cooperation.

This route serves an agricultural area composed of large diversified farms. It also gives direct service to the city of Donald and Aurora and to the Champoeg State Park.

The westerly 7 miles has an 18' wide oil mat wearing surface with 6' to 9' shoulders. The balance of the route is a 16' wide old asphaltic concrete pavement with 6' to 10' shoulders. Although the 16' pavement is substandard it appears to be satisfactorily handling present traffic and the county has no immediate plans for reconstruction of this route.

Marion County
Bridge Length - 200'

| | | |
|---|---|---|
| Funds: | Federal | $27,000 |
| | State | 9,000 |
| | County | 9,000 |
| | Total.. | $45,000 |

JFH:mm

J. F.

NOTED
V. R. JONES

January 30, 1956

NOTED
Harold C. Ayers

Mr. John Anderson
Marion County Engineer
Courthouse
Salem, Oregon

NOTED
J. W. CATTRALL

FAS 128

NOTED
J. F. HAGEMANN

Dear Mr. Anderson:

On January 26th the Highway Commission approved the FAS project as described in the attached tabulation. Preparation of plans and specifications and approval by the Bureau of Public Roads are now required prior to contracting. Both of these requirements will be handled by the Highway Department.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

John W. Cattrall
Engineer, County and City Relations

JFH:mm
Att.

MARION COUNTY
PROPOSED PROJECT

FAS 128 - Champoeg Creek Bridge. $40,000. This bridge is located approximately 3.3 miles easterly of the junction of FAS 128 and the Hillsboro-Silverton Highway (FAS 102) and approximately 3.3 miles westerly from the west city limits of Donald. The Highway Department Bridge Inventory No. is 5113.

The proposed project is to construct a new bridge having a 26' roadway on approximately the same location as the existing structure. The FAS project will be for the structure only, including removal of the existing bridge, with Marion County performing any required road approach work. The road may be closed during construction providing the period of closure does not exceed a three-month period. The county has requested that we make every effort for early contracting of this bridge. If at all possible a completion date of July 31st is desirable so as not to interfere with the haul of the 1956 grain harvest.

The $40,000 programmed represents the presently estimated balance of fiscal year 1957 funds available to Marion County. This may be adjusted as final costs for projects under contract become available.

1/13/56
(56-a)

Sheet 1 of 1

OREGON STATE HIGHWAY DEPARTMENT

Department of County and City Relations

## ROAD LOG DATA SHEET

Location Marion County Logged by John F. Hagemann Car No. 49-65

Road or Street FAS 128 Recorder JFH

Date 6/26/51 Weather clear & sunny Project

| M. P. | Length | Width | Type | Condition | Remarks |
|---|---|---|---|---|---|
| 0.00 | | Rdbd.-- Average 36'. Penetration type bit. surf.-- 18' wide. Fair to good condition. Sections show considerable patching; however, shape is not distorted. | | | Jct. FAS 102 |
| 2.27 | 2.45 | | | | Tbr. Br. Est. 20' long. Plank deck poor condition. |
| 2.45 | | | | | Jct. Road to Right |
| 3.33 | | Rdbd.-- 30' to 36'. Penetration type bit. surface. Surf. condition good. | | | Tbr. Br. Est. 350' long - Asph. covered plank deck in fair condition. |
| 6.06 | 4.36 | | | | Tbr. Br. Est. 50' long - Asph. covered plank deck in poor condition. |
| 6.81 | | | | | Intersection Rd. to Woodburn at Donald |
| | 0.21 | Est. 36' wide street section oiled curb to curb. Concrete curbs. Condition good. | | | |
| 7.02 | | | | | R.R. Tracks at Donald |
| 8.73 | | Rdbd.-- 30' to 36'. Old asph. conc. 16' wide. Concition fair to poor. At least 60% needs resealing or heavier lift. | | | Tbr. Br. Est. 400' long. Asphalt covered plank deck in good condition. |
| | 3.74 | | | | |
| 10.20 | | | | | Tbr. Br. Est. 50' long. Asphalt covered plank deck in poor condition. |
| 10.76 | | Rdbd.-- 32' - 36'. Old asphalt conc. with bit. surf 16' wide. Condition good. | | | Jct. Butteville-Hubbard State Highway. |
| 11.53 | 0.77 | | | | Jct. FAs 622 |
| (11.33 official mileage) | | | | | |

NOTES: Width of all bridges is satisfactory for road width.

Alinement is satisfactory.

Slightly rolling country. Road in general follows ground line.

Large and medium size berry, orchard, hop, and crop farms.

[illegible]

FAS [illegible] County [illegible] Contract No.

Section [illegible]

Location

[illegible]

58C28

56-C-43

FAS_____ County____________________ Contract No.________

Section [illegible]

Location________________________________________

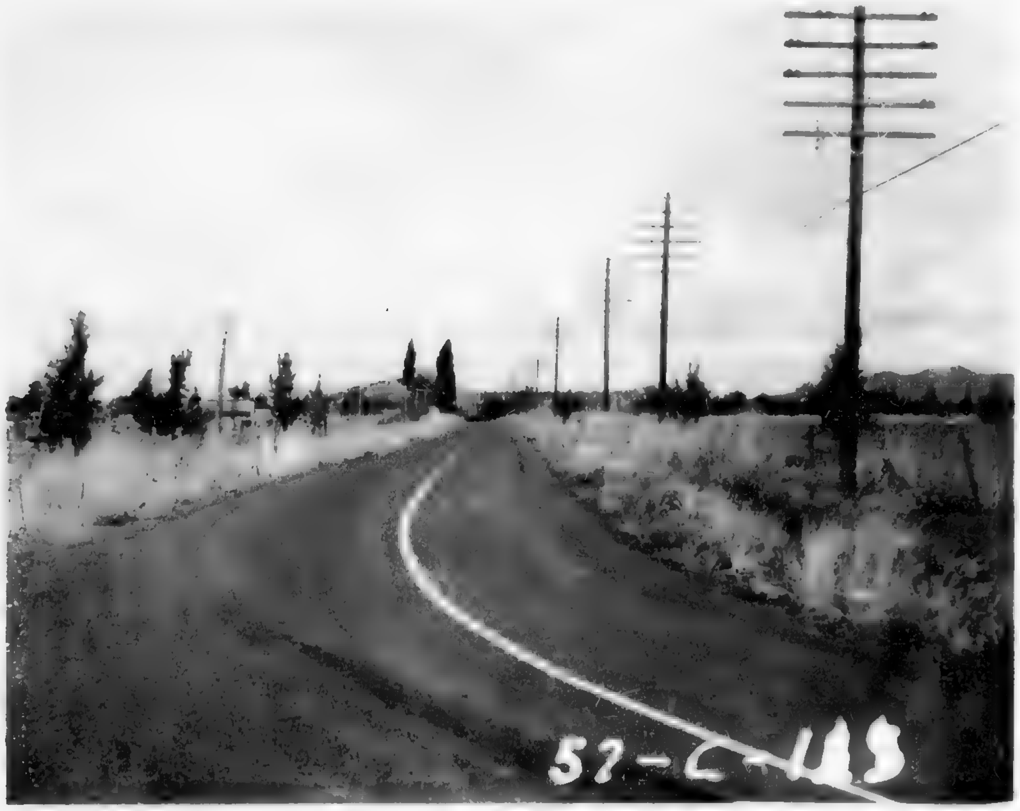
[illegible]

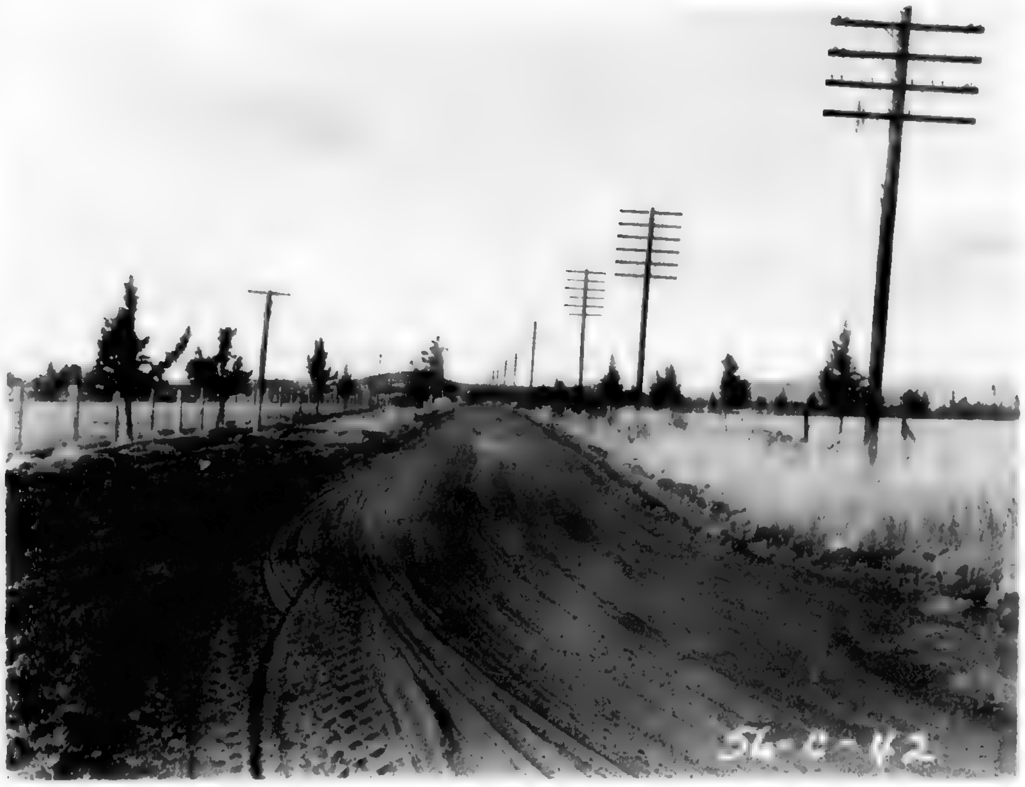
FAS [illegible] County Deschutes Contract No. ______

Section [illegible]

Location ______

10-3-57





FAS_____ County____________________ Contract No._______

Section________________________________________

Location_______________________________________

[illegible] 57

June 27, 1957

NOTED
Harold C. Ayers

Deschutes County Court
Courthouse
Bend, Oregon

Contract 4775
Oiling Proj - 1956

NOTED
John F. Hagemann

Gentlemen:

Final costs are now available for the Deschutes County FAS Oiling Project on FAS 690, 691, 692, 693, and 694. It has been determined that the agreed County's share of these costs is $22,583.93 as shown in the attached statement. As the County initially deposited $29,950 a refund of $7,366.07 is due. In accordance with my telephone conversation with Judge Allen we are retaining this refund to apply against the deposit required for the FAS project upon which bids were received this date.

Very truly yours,

W. C. Williams
State Highway Engineer

By

John F. Hagemann
Asst. Engr., County and City Relations

JFH:mm
Att.

NOTED
JOHN D. GRAHAM

NOTED
C. G. SWENSON

1

OREGON STATE HIGHWAY DEPARTMENT

ITEMIZED STATEMENT OF FINAL COSTS

County DESCHUTES Contract No. 4775 Date 4-23-[illegible]

(Completed [illegible])

FAS [illegible], [illegible], [illegible], [illegible], and [illegible] Section Deschutes County Road Oiling

PAYMENTS TO CONTRACTOR

| Item | Unit | Unit Price | Total Qty. | Total Cost |
|---|---|---|---|---|
| 1. Preparation of base | mile | $1[illegible] | 15.81 | $ 2,3[illegible] |
| 2. 1/2"-1 1/4" mat'l in [illegible] | [illegible] | 5.[illegible] | 2,4[illegible] | 13,[illegible]3.[illegible] |
| 3. Furn. & place aggregates | [illegible] | 4.[illegible] | 4,[illegible] | 21,1[illegible] |
| 4. RC-3 asphalt | ton | [illegible] | 2[illegible].4[illegible] | 13,[illegible].73 |
| 5. 150-200 asphalt | ton | 43.7[illegible] | [illegible].14[illegible] | 2[illegible],1[illegible]4.4[illegible] |
| 6. Sprinkling | M gal. | 3.[illegible] | 235.34 | 7[illegible].[illegible]2 |
| Flushing (50%) | | | | 224.39 |

Subtotal. . . . . . . . . . . . . . . . $73,[illegible]

Construction Engineering. . . . . . 2,[illegible].24

TOTAL CONSTRUCTION COSTS. . . . . $76,828.[illegible]

FEDERAL FUNDS COLLECTED FOR PROJ. 4[illegible]

AGREED COUNTY SHARE TOTAL COSTS

(50% of difference between $68,000 and Federal funds collected)

($68,000 - $4[illegible]) x 1/2 = $1[illegible],7[illegible]

100% of all over $68,000

$76,828.[illegible] - $68,000 = 8,828.[illegible]

TOTAL COUNTY SHARE. . . . = $2[illegible],583.[illegible]

County Advance Deposit = $2[illegible]

Less Agreed County Share = 22,583.[illegible]

REFUND DUE COUNTY . . . . = $ 7,3[illegible]

JFE:mm

A

[illegible]

[illegible]

4775

OREGON STATE HIGHWAY DEPARTMENT
(date)
October 29, 1956

| | | | |
|---|---|---|---|
| (CONTRACT NO.) | (EST. NO.) | (CONTRACTOR) | |
| 4775 | 3-Final | The Central Heating Co., Oreg. Ltd. | |
| (VOUCHER NO.) | (WARRANT NO.) | (AMOUNT) | (DATE) |
| 23159 | H-164349 | $ 2,229.57 | 10/29/56 |

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

Ruth Rawlings
ACCOUNTING DIVISION

Specified completion Date: 41 Workdays from 8-1-56

Time Extensions: None

Completion Date: Sept. 7, 1956

Date Accepted: Sept. 27, 1956

Penalties: None of record

Claims: None of record

Remarks:

Date: 10-30-56

To the Accounting Division:

Release of the above warrant is hereby authorized

H B Glaisyer
H. B. Glaisyer
Secretary

Warrant Mailed: 10-~~20~~30-56
R Rawlings

NOTED ON CARD

RECEIVED
OCT 12 1956

FOR FILING

S-319 (1)-
S-323 (1)
4775

October 11, 1956

CERTIFIED MAIL

Fidelity & Deposit Co.
Robert B. Cumming, Manager
900 Failing Bldg.
Portland 4, Oregon

Gentlemen:

State Highway Contract No. 4775 covering the Deschutes County Roads Oiling Project in Deschutes County was completed by the contractor, The Central Heating Co., Oreg. Ltd., on September 7 and was formally accepted by the Highway Commission on September 27, 1956.

Final payment in the amount of $2,219.57 will be released to the contractor on or after October 22, 1956. The total contract amount is $73,985.69, of which amount $224.38 represents force account items.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Siegenthaler & Stevenson Insurance Agency
16 East Broadway
Eugene, Oregon

NOTED ON CARD

RECEIVED
OCT 13 1956
FOR FILING

S-319(1)-
S-323(1)
4775

October 3, 1956

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

We are forwarding two copies of project agreement, signed by the Highway Commission, for the Wilcox Road Section, Project No. S-319(1).

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

EHC:ia

# PROJECT AGREEMENT

DESCRIPTION: (JOB, SECTION AND HIGHWAY)

Wilcox Road Section
Wilcox Road
Deschutes County

NATURE OF WORK:

Oil Mat Surface

CONTRACT NUMBER, CONTRACTOR AND DATE OF AWARD:

4775 The Central Heating Co. / 7-19-56
Oreg. Ltd.

DATE OF COMPLETION:
Completed 9-7-56

REMARKS:

FORM PR 3 (October 1954)

U. S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

CPR8-2235

State Ore[illegible]
County Deschutes
Project No. S-319(1)

# PROJECT AGREEMENT FOR SECONDARY ROAD
# UNDER 1954 SECONDARY ROAD PLAN

MEMORANDUM OF AGREEMENT made this 28th day of Sept., 1956, by and between The Oregon State Highway Commission, constituting for the purpose hereof the Highway Department of the State of Oregon, hereinafter called the Highway Department, and the Commissioner of Public Roads, Bureau of Public Roads, Department of Commerce, hereinafter called the Commissioner, pursuant to the provisions of the Act of Congress approved July 11, 1916 (39 Stat., 355), as amended and supplemented.

WITNESSETH:

WHEREAS, the Highway Department of said State has submitted a program, which was approved on the 19th day of June, 1956, for the project hereinafter described; and

WHEREAS, the Highway Department has furnished a contract estimate or force account estimate for said project; and

WHEREAS, State or local funds have been made available for the project in accordance with the requirements of the aforesaid Act of July 11, 1916, as amended and supplemented.

NOW, THEREFORE, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Commissioner do hereby mutually agree as follows:

## WORK EMBRACED IN PROJECT

ARTICLE I. This agreement covers the following work as briefly described in the program:

Being 2.020 miles of two-lane low type surfacing,
(Character of work)

between a point on FA Rte. 4 approximately 2.2 miles north of Redmond, and another point on F.A. Rte. 4 approximately 0.[illegible] miles north of Redmond,
(Control points)
consisting of 2.020 miles of roadway and no bridges xxxxxx xxxxxx xxxxxx
(Number)

## CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE II. The Highway Department will construct or cause to be constructed to final completion said project under its direct supervision, which shall include adequate inspection throughout the course of construction, and in accordance with the standards and procedures approved by the Commissioner under its 1954 Secondary Road Plan.

## UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE III. The United States pro rata share of the cost of the project covered by this agreement shall not in any event exceed the sum of five thousand, four hundred and 00/100 dollars ($5,400.00), which does not exceed the authorized United States pro rata share of the approved total estimated cost of said project, which is ten thousand, seven hundred thirty eight and 75/100 dollars ($10,738.75).

## PAYMENTS

ARTICLE IV. As the work on said project progresses, or upon its completion, and upon receipt of vouchers from the Highway Department, the Commissioner shall from time to time submit schedules of vouchers certified by him to the Secretary of the Treasury for payment to the official or depository authorized under the laws of said State and designated by the Highway Department to receive public funds.

The Commissioner reserves the right to withhold such sums as he may deem necessary to insure completion of the work in compliance with this agreement.

## MAINTENANCE OF PROJECT

ARTICLE V. The Highway Department will be responsible for the maintenance of said project in compliance with said Act of July 11, 1916, as amended and supplemented, and will use every means within its power to insure proper and permanent maintenance thereof.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures as of the day and year first above written.

OREGON STATE HIGHWAY COMMISSION
(Official title of Highway Department)

By
Chairman, State Highway Commission
(Title)

By Chas H Reynolds
Member, State Highway Commission
(Title)

By
Member, State Highway Commission
(Title)

Attest
SECRETARY

RECOMMENDED FOR APPROVAL:
STATE HIGHWAY ENGINEER

COMMISSIONER OF PUBLIC ROADS
By
Division Engineer, Bureau of Public Roads

—33205

SEP 24 1936
OREGON DISTRICT

August 27, 1956

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

We are enclosing four copies of estimate as a basis for project agreement for the Wilcox Road Section, Project No. S-319(1).

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

HC:ia

Encl.

Oregon State Highway Department

Federal Aid Secondary
Project No. S-319(1)

## WILCOX ROAD SECTION

## OF THE WILCOX ROAD IN DESCHUTES COUNTY

(Estimate as a basis for project agreement. Based on low bid prices.)

Salem, Oregon, August 22, 1956

Type Code 3210
Roadway (Sta. 0+00 to Sta. 106+67.30)(Contract No. A775)

| | | | |
|---|---|---|---|
| 2.02 miles | Preparation of Base | $150.00 | $ 303.00 |
| 230 cu. yds. | ½" - ¼" Material in Binder Course | 5.50 | 1,265.00 |
| 700 cu. yds. | Furnishing and Placing Aggregates | 4.60 | 3,220.00 |
| 40 tons | RC-3 Asphalt | 46.70 | 1,868.00 |
| 70 tons | 150-200 Asphalt | 43.95 | 3,076.50 |
| 10 M-gal. | Sprinkling | 3.00 | 30.00 |
| | Subtotal | | $ 9,762.50 |
| | 10% Engr. & Cont. | | 976.25 |
| | | | $ 10,738.75 |

Length of Roadway 2.020 mile
Cost of Roadway per mile $5,316.21

| | |
|---|---|
| Federal Funds- - - - - - - - - - - - - - - - - - - - - - - - - - - - - | $ 5,400.00 |
| State Funds- - - - - - - - - - - - - - - - - - - - - - - - - - - - - - | 1,800.00 |
| County Funds - - - - - - - - - - - - - - - - - - - - - - - - - - - - - | 3,538.75 |
| | $ 10,738.75 |

State Funds for Const: Chap. 175, laws 1917; Chap. 31, laws 1920; Chap. 529, laws 1939.
Funds for Maint: Chap. 529, laws 1939

Note: Necessary funds have been deposited with the Highway Department by Deschutes County.

RECEIVED
OCT 18 1956
FOR FILING

S-319(1) -
S-323(1)
4775

October 3, 1956

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

We are forwarding two copies of project agreement, signed by the Highway Commission, for the Middle Unit, Ward Road Section, Project No. S-320(1).

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

EMC:ia

4775

# PROJECT AGREEMENT

DESCRIPTION: (JOB, SECTION AND HIGHWAY)

Middle Unit, Ward Road Section
Ward Road
Deschutes County

NATURE OF WORK:

Oil Mat Surfacing

CONTRACT NUMBER, CONTRACTOR AND DATE OF AWARD:

4775 The Central Heating Co./ Oreg. Ltd. 7-19-56

DATE OF COMPLETION:

Completed: 9-7-56

REMARKS:

[illegible]

FORM PR 3 (October 1954)

U. S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

State Oreg
County Deschutes
Project No. S-320(1)

# PROJECT AGREEMENT FOR SECONDARY ROAD UNDER 1954 SECONDARY ROAD PLAN

MEMORANDUM OF AGREEMENT made this 26th day of Sept., 1956, by and between The Oregon State Highway Commission, constituting for the purpose hereof the Highway Department of the State of Oregon, hereinafter called the Highway Department, and the Commissioner of Public Roads, Bureau of Public Roads, Department of Commerce, hereinafter called the Commissioner, pursuant to the provisions of the Act of Congress approved July 11, 1916 (39 Stat., 355), as amended and supplemented.

WITNESSETH:

WHEREAS, the Highway Department of said State has submitted a program, which was approved on the 19th day of June, 1956, for the project hereinafter described; and

WHEREAS, the Highway Department has furnished a contract estimate or force account estimate for said project; and

WHEREAS, State or local funds have been made available for the project in accordance with the requirements of the aforesaid Act of July 11, 1916, as amended and supplemented.

NOW, THEREFORE, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Commissioner do hereby mutually agree as follows:

## WORK EMBRACED IN PROJECT

ARTICLE I. This agreement covers the following work as briefly described in the program:

Being 2.152 miles of two-lane low type surfacing, (Character of work)

between FAP 21 east of Bend and FAS 692, (Control points)

consisting of 2.152 miles of roadway and no (Number) bridges ~~totaling~~ ~~miles in length.~~

## CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE II. The Highway Department will construct or cause to be constructed to final completion said project under its direct supervision, which shall include adequate inspection throughout the course of construction, and in accordance with the standards and procedures approved by the Commissioner under its 1954 Secondary Road Plan.

## UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE III. The United States pro rata share of the cost of the project covered by this agreement shall not in any event exceed the sum of six thousand, and 00/100 dollars ($ 6,000.00), which does not exceed the authorized United States pro rata share of the approved total estimated cost of said project, which is eleven thousand, three hundred twenty and 37/100 dollars ($ 11,320.37).

## PAYMENTS

ARTICLE IV. As the work on said project progresses, or upon its completion, and upon receipt of vouchers from the Highway Department, the Commissioner shall from time to time submit schedules of vouchers certified by him to the Secretary of the Treasury for payment to the official or depository authorized under the laws of said State and designated by the Highway Department to receive public funds.

The Commissioner reserves the right to withhold such sums as he may deem necessary to insure completion of the work in compliance with this agreement.

## MAINTENANCE OF PROJECT

ARTICLE V. The Highway Department will be responsible for the maintenance of said project in compliance with said Act of July 11, 1916, as amended and supplemented, and will use every means within its power to insure proper and permanent maintenance thereof.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures as of the day and year first above written.

OREGON STATE HIGHWAY COMMISSION
(Official title of Highway Department)
By Ben R Chandler
Chairman, State Highway Commission
(Title)
By Chas H Reynolds
Member, State Highway Commission
(Title)
By M R McCoy
Member, State Highway Commission
(Title)

Attest
SECRETARY

RECOMMENDED FOR APPROVAL:
STATE HIGHWAY ENGINEER

COMMISSIONER OF PUBLIC ROADS
By
Division Engineer, Bureau of Public Roads

—33205

RECEIVED
SEP 24 1956
OREGON DISTRICT

August 27, 1956

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

We are enclosing four copies of estimate as a basis for project agreement for the Middle Unit, Ward Road Section, Project No. S-320(1).

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

MNC:ia

Encl.

Oregon State Highway Department

Federal Aid Secondary
Project No. S-320(1)

## MIDDLE UNIT, WARD ROAD SECTION

## OF THE WARD ROAD IN DESCHUTES COUNTY

(Estimate as a basis for project agreement. Based on low bid prices.)

Salem, Oregon, August 22, 1956

Prog Code 3210
Roadway (Sta. 0+00 to Sta. 113+62.50)(Contract No. 4775)

| | | | |
|---|---|---|---|
| 2.15 miles | Preparation of Base | $150.00 | $ 322.50 |
| 245 cu. yds. | ½" - ¼" Material in Binder Course | 5.50 | 1,347.50 |
| 745 cu. yds. | Furnishing and Placing Aggregates | 4.60 | 3,427.00 |
| 40 tons | RC-3 Asphalt | 46.70 | 1,868.00 |
| 75 tons | 150-200 Asphalt | 43.95 | 3,296.25 |
| 10 M-gal. | Sprinkling | 3.00 | 30.00 |
| | Subtotal | | $ 10,291.25 |
| | 10% Engr. & Cont. | | 1,029.12 |
| | Total | | $ 11,320.37 |

Length of Roadway 2.152 miles
Cost of Roadway per mile $5,260.39

| | |
|---|---|
| Federal Funds- - - - - - - - - - - - - - - - - - - - - - - - - - - - - | $ 6,000.00 |
| State Funds- - - - - - - - - - - - - - - - - - - - - - - - - - - - - | 2,000.00 |
| County Funds - - - - - - - - - - - - - - - - - - - - - - - - - - - - | 3,320.37 |
| | $ 11,320.37 |

State Funds for Const: Chap. 175, laws 1917; Chap. 31, laws 1920; Chap. 529, laws 1939.

State Funds for Maint: Chap. 529, laws 1939.

Note: Necessary funds have been deposited with the Highway Department by Deschutes County.

RECEIVED
OCT 18 1956

FOR FILING

S-319(1)-
S-323(1)
4775

October 3, 1956

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

We are forwarding two copies of project agreement, signed by the Highway Commission, for the Knot Road-Warren Road, Project No. S-321(1).

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

EMC:ia

4775

# PROJECT AGREEMENT

DESCRIPTION: (JOB, SECTION AND HIGHWAY)

Knot Road - Warren Road
Arnold Road
Deschutes County

NATURE OF WORK:

Oil Mat Surfacing

CONTRACT NUMBER, CONTRACTOR AND DATE OF AWARD:

4775 The Central Heating Co./ 7-19-56
Oreg. Ltd.

DATE OF COMPLETION:

Completed: 9-7-56

REMARKS:

CP RS-2230

FORM PR 3 (October 1954)

U. S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

State Oregon
County Deschutes
Project No. S-321(1)

# PROJECT AGREEMENT FOR SECONDARY ROAD UNDER 1954 SECONDARY ROAD PLAN

MEMORANDUM OF AGREEMENT made this 28th day of Sept., 1956, by and between The Oregon State Highway Commission, constituting for the purpose hereof the Highway Department of the State of Oregon, hereinafter called the Highway Department, and the Commissioner of Public Roads, Bureau of Public Roads, Department of Commerce, hereinafter called the Commissioner, pursuant to the provisions of the Act of Congress approved July 11, 1916 (39 Stat., 355), as amended and supplemented.

WITNESSETH:

WHEREAS, the Highway Department of said State has submitted a program, which was approved on the 19th day of June, 1956, for the project hereinafter described; and

WHEREAS, the Highway Department has furnished a contract estimate or force account estimate for said project; and

WHEREAS, State or local funds have been made available for the project in accordance with the requirements of the aforesaid Act of July 11, 1916, as amended and supplemented.

NOW, THEREFORE, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Commissioner do hereby mutually agree as follows:

## WORK EMBRACED IN PROJECT

ARTICLE I. This agreement covers the following work as briefly described in the program:

Being 5.083 miles of two-lane low type surfacing.
(Character of work)

between a point on FA Rte. 21 approximately 1 mile eastof Bend, and another point on FA Rt. 21 approximately 4.5 miles east of Bend
(Control points)
consisting of 5.083 miles of roadway and no bridges.
(Number)

## CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE II. The Highway Department will construct or cause to be constructed to final completion said project under its direct supervision, which shall include adequate inspection throughout the course of construction, and in accordance with the standards and procedures approved by the Commissioner under its 1954 Secondary Road Plan.

## UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE III. The United States pro rata share of the cost of the project covered by this agreement shall not in any event exceed the sum of eleven thousand, one hundred and 00/100 dollars ($11,100.00), which does not exceed the authorized United States pro rata share of the approved total estimated cost of said project, which is twenty six thousand, one hundred thirty five and 45/100 dollars ($26,135.45).

## PAYMENTS

ARTICLE IV. As the work on said project progresses, or upon its completion, and upon receipt of vouchers from the Highway Department, the Commissioner shall from time to time submit schedules of vouchers certified by him to the Secretary of the Treasury for payment to the official or depository authorized under the laws of said State and designated by the Highway Department to receive public funds.

The Commissioner reserves the right to withhold such sums as he may deem necessary to insure completion of the work in compliance with this agreement.

## MAINTENANCE OF PROJECT

ARTICLE V. The Highway Department will be responsible for the maintenance of said project in compliance with said Act of July 11, 1916, as amended and supplemented, and will use every means within its power to insure proper and permanent maintenance thereof.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures as of the day and year first above written.

**OREGON STATE HIGHWAY COMMISSION**
(Official title of Highway Department)

By

**Chairman, State Highway Commission**
(Title)

By Chas H Reynolds
**Member, State Highway Commission**
(Title)

By
**Member, State Highway Commission**
(Title)

Attest W B Searcy
SECRETARY

RECOMMENDED FOR APPROVAL:

STATE HIGHWAY ENGINEER

COMMISSIONER OF PUBLIC ROADS

By
Division Engineer, Bureau of Public Roads

—33205

August 27, 1956

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

We are enclosing four copies of estimate as a basis for project agreement for the Knot Road-Warren Road, Project No. S-321(1).

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

HSC:ia

Encl.

Oregon State Highway Department

Federal Aid Secondary
Project No. S-321(1)

## KNOT ROAD-[illegible] ROAD

## OF THE ARNOLD ROAD IN DESCHUTES COUNTY

(Estimate as a basis for project agreement. Based on low bid prices.)

Salem, Oregon, August 22, 1956

Type Code 3210
Roadway (Sta. 64+64.10 to Sta.333+00)(Contract No. 4775)

| | | | | |
|---|---|---|---|---|
| 5.08 miles | Preparation of Base | $150.00 | $ | 762.00 |
| 580 cu. yds. | ½" - ¼" Material in Binder Course | 5.50 | | 3,190.00 |
| 1,755 cu. yds. | Furnishing and Placing Aggregates | 4.60 | | 8,073.00 |
| 90 tons | RC-3 Asphalt | 46.70 | | 4,203.00 |
| 170 tons | 150-200 Asphalt | 43.95 | | 7,471.50 |
| 20 M-gal. | Sprinkling | 3.00 | | 60.00 |
| | Subtotal | | $ | 23,759.50 |
| | 10% Engr. & Cont. | | | 2,375.95 |
| | Total | | $ | 26,135.45 |

Length of Roadway 5.083 miles
Cost of Roadway per mile $5,141.73

| | |
|---|---|
| Federal Funds- - - - - - - - - - - - - - - - - - - - - - - - | $ 11,100.00 |
| State Funds- - - - - - - - - - - - - - - - - - - - - - - - | 3,700.00 |
| County Funds - - - - - - - - - - - - - - - - - - - - - - - | 11,335.45 |
| | $ 26,135.45 |

State Funds for Const: Chap. 175, laws 1917; Chap. 31, laws 1920; Chap. 529, laws 1939.

Funds for Maint: Chap. 529, laws 1939.

Notes: Necessary funds have been deposited with the Highway Department by Deschutes County.

Oregon State Highway Department

Federal Aid Secondary
Project No. S-321(1)

## KNOT ROAD-HAMEHOOK ROAD

## OF THE ARNOLD ROAD IN DESCHUTES COUNTY

(Estimate as a basis for project agreement. Based on low bid prices.)

Salem, Oregon, August 22, 1956

Type Code 3210
Roadway (Sta. 64+64.10 to Sta.333+00)(Contract No. 4775)

| | | | | |
|---|---|---|---|---|
| 5.08 miles | Preparation of Base | $150.00 | $ | 762.00 |
| 580 cu. yds. | ¾" - ¼" Material in Binder Course | 5.50 | | 3,190.00 |
| 1,755 cu. yds. | Furnishing and Placing Aggregates | 4.60 | | 8,073.00 |
| 90 tons | RC-3 Asphalt | 46.70 | | 4,203.00 |
| 170 tons | 150-200 Asphalt | 43.95 | | 7,471.50 |
| 20 M-gal. | Sprinkling | 3.00 | | 60.00 |
| | Subtotal | | $ | 23,759.50 |
| | 10% Engr. & Cont. | | | 2,375.95 |
| | Total | | $ | 26,135.45 |

Length of Roadway 5.083 miles
Cost of Roadway per mile $5,141.73

| | |
|---|---|
| Federal Funds- - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - | $ 11,100.00 |
| State Funds- - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - | 3,700.00 |
| County Funds - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - | 11,335.45 |
| | $ 26,135.45 |

State Funds for Const: Chap. 175, laws 1917; Chap. 31, laws 1920; Chap. 529, laws 1939.

Funds for Maint: Chap. 529, laws 1939.

Note: Necessary funds have been deposited with the Highway Department by Deschutes County.

RECEIVED
OCT 18 1956
FOR FILING

S-319(1)-
S-325 (1)
4775

October 3, 1956

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

We are forwarding two copies of project agreement, signed by the Highway Commission, for the White Rock Loop Section, Project No. S-322(1).

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

RNC:ia

C-4775

# PROJECT AGREEMENT

DESCRIPTION: (JOB, SECTION AND HIGHWAY)

White Rock Loop Section
White Rock Road
Deschutes County

NATURE OF WORK:

Oil Mat Surfacing

CONTRACT NUMBER, CONTRACTOR AND DATE OF AWARD:

4775 The Central Heating Co./ Oreg. Ltd. 7-19-56

DATE OF COMPLETION:

Completed : 9-7-56

REMARKS:

CPR8-2231

FORM PR 3 (October 1954)

U. S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

State Or[illegible]on
County Deschutes
Project No. S-322(1)

# PROJECT AGREEMENT FOR SECONDARY ROAD UNDER 1954 SECONDARY ROAD PLAN

MEMORANDUM OF AGREEMENT made this 28th day of Sept., 1956, by and between The Oregon State Highway Commission, constituting for the purpose hereof the Highway Department of the State of Oregon, hereinafter called the Highway Department, and the Commissioner of Public Roads, Bureau of Public Roads, Department of Commerce, hereinafter called the Commissioner, pursuant to the provisions of the Act of Congress approved July 11, 1916 (39 Stat., 355), as amended and supplemented.

WITNESSETH:

WHEREAS, the Highway Department of said State has submitted a program, which was approved on the 19th day of June, 1956, for the project hereinafter described; and

WHEREAS, the Highway Department has furnished a contract estimate or force account estimate for said project; and

WHEREAS, State or local funds have been made available for the project in accordance with the requirements of the aforesaid Act of July 11, 1916, as amended and supplemented.

NOW, THEREFORE, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Commissioner do hereby mutually agree as follows:

## WORK EMBRACED IN PROJECT

ARTICLE I. This agreement covers the following work as briefly described in the program:

Being 2.769 miles of two-lane low type surfacing,
(Character of work)

between a point on FAS Rte. 324 approximately 3.5 miles north of Tumalo, and another point on FAS Rte. 324 approximately 2.5 miles north of Tumalo, consisting of 2.769 miles of roadway and no (Number) bridges ~~totaling ______ miles in length.~~

## CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE II. The Highway Department will construct or cause to be constructed to final completion said project under its direct supervision, which shall include adequate inspection throughout the course of construction, and in accordance with the standards and procedures approved by the Commissioner under its 1954 Secondary Road Plan.

## UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE III. The United States pro rata share of the cost of the project covered by this agreement shall not in any event exceed the sum of seven thousand, eight hundred and 00/100 dollars ($7,800.00), which does not exceed the authorized United States pro rata share of the approved total estimated cost of said project, which is fourteen thousand, four hundred fourteen and 67/100 dollars ($14,414.67).

## PAYMENTS

ARTICLE IV. As the work on said project progresses, or upon its completion, and upon receipt of vouchers from the Highway Department, the Commissioner shall from time to time submit schedules of vouchers certified by him to the Secretary of the Treasury for payment to the official or depository authorized under the laws of said State and designated by the Highway Department to receive public funds.

The Commissioner reserves the right to withhold such sums as he may deem necessary to insure completion of the work in compliance with this agreement.

## MAINTENANCE OF PROJECT

ARTICLE V. The Highway Department will be responsible for the maintenance of said project in compliance with said Act of July 11, 1916, as amended and supplemented, and will use every means within its power to insure proper and permanent maintenance thereof.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures as of the day and year first above written.

**OREGON STATE HIGHWAY COMMISSION**
(Official title of Highway Department)

By Ben R Chandler
**Chairman, State Highway Commission**
(Title)

By Chas H Reynolds
**Member, State Highway Commission**
(Title)

By
**Member, State Highway Commission**
(Title)

Attest H B Glaisyer
SECRETARY

RECOMMENDED FOR APPROVAL:

STATE HIGHWAY ENGINEER

COMMISSIONER OF PUBLIC ROADS

By
Division Engineer, Bureau of Public Roads

—33205

SEP 24 '56

August 27, 1956

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

We are enclosing four copies of estimate as a basis for project agreement for the White Rock Loop Section, Project No. S-322(1).

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

RHC:ia

Encl.

Oregon State Highway Department

Federal Aid Secondary
Project No. S-322(1)

## WHITE ROCK LOOP SECTION

## OF THE WHITE ROCK ROAD IN DESCHUTES COUNTY

(Estimate as a basis for project agreement. Based on low bid prices.)

Salem, Oregon, August 22, 1956

Type Code 3210
Roadway (Sta. 0+00 to Sta. 147+24.35)(Contract No. 4775)

| | | | | | |
|---|---|---|---|---|---|
| 2.77 | miles | Preparation of Base | $150.00 | $ | 415.50 |
| 315 | cu. yds. | ⅝" - ¼" Material in Binder Course | 5.50 | | 1,732.50 |
| 960 | cu. yds. | Furnishing and Placing Aggregates | 4.60 | | 4,416.00 |
| 50 | tons | RC-3 Asphalt | 46.70 | | 2,335.00 |
| 95 | tons | 150-200 Asphalt | 43.95 | | 4,175.25 |
| 10 | M-gal. | Sprinkling | 3.00 | | 30.00 |
| | | Subtotal | | $ | 13,104.25 |
| | | 10% Engr. & Cont. | | | 1,310.42 |
| | | Total | | $ | 14,414.67 |

Length of Roadway 2.769 miles
Cost of Roadway per mile $5,205.73

| | |
|---|---|
| Federal Funds- - - - - - - - - - - - - - - - - - - - - - - - | $ 7,800.00 |
| State Funds- - - - - - - - - - - - - - - - - - - - - - - - - | 2,600.00 |
| County Funds - - - - - - - - - - - - - - - - - - - - - - - - | 4,014.67 |
| | $ 14,414.67 |

State Funds for Const: Chap. 175, laws 1917; Chap. 31, laws 1920; Chap. 529, laws 1939.

Funds for Maint: Chap. 529, laws 1939.

Note: Necessary funds have been deposited with the Highway Department by Deschutes County.

RECEIVED
OCT 18 1956
FOR FILING

S-324(1)-
S-323(1)
4775

October 3, 1956

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

We are forwarding two copies of project agreement, signed by the Highway Commission, for the Gerkin Road-Reservoir Road Section, Project No. S-323(1).

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

[illegible]C:ia

4775

# PROJECT AGREEMENT

DESCRIPTION: (JOB, SECTION AND HIGHWAY)

Serving Road - Reservoir Road Spring
Pinehurst Road
Deschutes County

NATURE OF WORK:

Oil Mat Surfacing

CONTRACT NUMBER, CONTRACTOR AND DATE OF AWARD:

4775 The Central Heating Co./ 7-19-56
Oreg. Ltd.

DATE OF COMPLETION:

Completed: 9-7-56

REMARKS:

FORM PR 3 (October 1954)

U. S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

CPRB-2232

State Orego
County Deschutes
Project No. S-323(1)

# PROJECT AGREEMENT FOR SECONDARY ROAD UNDER 1954 SECONDARY ROAD PLAN

MEMORANDUM OF AGREEMENT made this 28th day of Sept., 1956, by and between The Oregon State Highway Commission, constituting for the purpose hereof the Highway Department of the State of Oregon, hereinafter called the Highway Department, and the Commissioner of Public Roads, Bureau of Public Roads, Department of Commerce, hereinafter called the Commissioner, pursuant to the provisions of the Act of Congress approved July 11, 1916 (39 Stat., 355), as amended and supplemented.

WITNESSETH:

WHEREAS, the Highway Department of said State has submitted a program, which was approved on the 19th day of June, 1956, for the project hereinafter described; and

WHEREAS, the Highway Department has furnished a contract estimate or force account estimate for said project; and

WHEREAS, State or local funds have been made available for the project in accordance with the requirements of the aforesaid Act of July 11, 1916, as amended and supplemented.

NOW, THEREFORE, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Commissioner do hereby mutually agree as follows:

## WORK EMBRACED IN PROJECT

ARTICLE I. This agreement covers the following work as briefly described in the program:

Being 3.787 miles of two-lane low type surfacing,
(Character of work)

between FAS 329 northwest of Tumalo and a county road junction near Tumalo Reservoir,
(Control points)

consisting of 3.787 miles of roadway and no (Number) bridges ~~totaling~~ ~~miles in length~~

## CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE II. The Highway Department will construct or cause to be constructed to final completion said project under its direct supervision, which shall include adequate inspection throughout the course of construction, and in accordance with the standards and procedures approved by the Commissioner under its 1954 Secondary Road Plan.

## UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE III. The United States pro rata share of the cost of the project covered by this agreement shall not in any event exceed the sum of ten thousand, five hundred and 00/100 dollars ($10,500.00), which does not exceed the authorized United States pro rata share of the approved total estimated cost of said project, which is nineteen thousand, seven hundred sixty nine and 21/100 dollars ($19,769.21).

## PAYMENTS -

ARTICLE IV. As the work on said project progresses, or upon its completion, and upon receipt of vouchers from the Highway Department, the Commissioner shall from time to time submit schedules of vouchers certified by him to the Secretary of the Treasury for payment to the official or depository authorized under the laws of said State and designated by the Highway Department to receive public funds.

The Commissioner reserves the right to withhold such sums as he may deem necessary to insure completion of the work in compliance with this agreement.

## MAINTENANCE OF PROJECT

ARTICLE V. The Highway Department will be responsible for the maintenance of said project in compliance with said Act of July 11, 1916, as amended and supplemented, and will use every means within its power to insure proper and permanent maintenance thereof.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures as of the day and year first above written.

OREGON STATE HIGHWAY COMMISSION
(Official title of Highway Department)

By Ben R Chandler
Chairman, State Highway Commission
(Title)

By Chas H Reynolds
Member, State Highway Commission
(Title)

By
Member, State Highway Commission
(Title)

Attest
SECRETARY

RECOMMENDED FOR APPROVAL:
STATE HIGHWAY ENGINEER

COMMISSIONER OF PUBLIC ROADS
By
Division Engineer, Bureau of Public Roads

—33205

RECEIVED
SEP 24 1956
OREGON DISTRICT

August 27, 1956

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

We are enclosing four copies of estimate as a basis for project agreement for the Gerking Road-Reservoir Road Section, Project No. S-323(1).

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

RNC:ia

Encl.

Oregon State Highway Department

Federal Aid Secondary
Project No. S-323(1)

## GERKING ROAD-RESERVOIR ROAD SECTION
## OF THE PINEHURST ROAD IN DESCHUTES COUNTY

(Estimate as a basis for project agreement. Based on low bid prices.)

Salem, Oregon, August 22, 1956

Type Code 3210
Roadway (Sta. 0+00 to Sta. 199+93.55)(Contract No. A775)

| | | | | |
|---|---|---|---|---|
| 3.79 miles | Preparation of Base | $150.00 | $ | 568.50 |
| 430 cu. yds. | ¾" - ¼" Material in Binder Course | 5.50 | | 2,365.00 |
| 1,310 cu. yds. | Furnishing and Placing Aggregates | 4.60 | | 6,026.00 |
| 70 tons | RC-3 Asphalt | 46.70 | | 3,269.00 |
| 130 tons | 150-200 Asphalt | 43.95 | | 5,713.50 |
| 10 M-gal. | Sprinkling | 3.00 | | 30.00 |
| | | Subtotal | $ | 17,972.00 |
| | | 10% Engr. & Cont. | | 1,797.20 |
| | | Total | $ | 19,769.20 |

Length of Roadway 3.787 miles
Cost of Roadway per mile $5,220.27

| | |
|---|---|
| Federal Funds - - - - - - - - - - - - - - - - - - - - - - - - - - | $ 10,500.00 |
| State Funds - - - - - - - - - - - - - - - - - - - - - - - - - | 3,500.00 |
| County Funds - - - - - - - - - - - - - - - - - - - - - - - - - | 5,769.20 |
| | $ 19,769.20 |

State Funds for Const: Chap. 275, laws 1917; Chap. 31, laws 1920; Chap. 529, laws 1939.

Funds for Maint: Chap. 529, laws 1939.

Note: Necessary funds have been deposited with the Highway Department by Deschutes County.

A

RECEIVED
OCT 1 1956
FOR FILING

[illegible]
5.323(1)
4775

September 28, 1956

CERTIFIED MAIL

Fidelity & Deposit Co.
Robert B. Cumming, Manager
900 Failing Bldg.
Portland 4, Oregon

Gentlemen:

The State Highway Commission is prepared to release semi-final payment to The Central Heating Co., Oreg. Ltd. on contract No. 4775, covering the Deschutes County Roads Oiling Project on FAS Routes Nos. 690,691,692,693 and 694. This payment, in the amount of $3,621.52, will be released to the contractor on or after October 8, 1956. The retained percentage is $2,219.57.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Fidelity & Deposit Co.
Baltimore 3
Maryland

NOTED ON CARD

gl

NOTED
V. R. JONES

NOTED
Harold C. Ayers

September 17, 1956

NOTED
J. W. CATTRALL

Deschutes County Court
Courthouse
Bend, Oregon

NOTED
J. F. HAGEMANN

Gentlemen:

This is to advise you that work on Contract No. 4775, Deschutes County Roads Oiling Project on FAS 690, 691, 692, 693, and 694 in Deschutes County, was completed on September 7, 1956.

Under terms of the agreement signed by the Court on June 27, 1956, and by the Highway Commission on July 11, 1956, the County assumed maintenance of and continued jurisdiction over the above project as of the date of completion.

Very truly yours,

W. C. Williams
State Highway Engineer

By

John W. Cattrall
Engineer, County and City Relations

JDG:mm

RECEIVED
SEP 14 1956

FOR FILING

S-319(1) -
S-323(1)
4775

September 13, 1956

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

This is to advise you that work was completed on September 7, 1956, on Contract No. 4775, Deschutes County Roads Oiling Project Section, in Deschutes County, in connection with Federal Aid Project No. S-319(1), 320(1), 321(1), 322(1), 323(1).

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

cc: John Cattrall

DWP:ch

Form E-1—10M—1-56

S-319(1), -
S-323(1)
4775

O GON STATE HIGHWAY DEPARTM

# Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending August 31, 1956, 19

Section Deschutes County Roads Oiling Project

Kind of work Oiling

Highway 5 County Roads

Section prefix 509-1409

Contractor The Central Heating Co.

Contract number 4775

Date of contract 7-12-56, 19

Date of completion 41 d begin 8-1-56, 19

Date work started 8-2-56, 19

Estimated date of completion Sept. 7, 1956, 19

Project authorization . . . . . . . . $34,363.19

Exclusive of Engineering . . . . . . $78,364.03

Per cent of time elapsed 56.10 %

Estimated cost of completed project, exclusive of engineering . . . . . $78,364.03

Estimated per cent overrun or underrun . . . . . 0 %

Per cent of contract completed, based on total contract price . . . . . 94.13 %

Engineering authorization . . . . . . . $5,999.16

Engineering cost to date $2,800.00, 46.67 %

Date project was completed Sept 7, 1956

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Contractor finished approaches on this project on Monday.

I have advised against brooming excess material off the roadbed too rapidly, as the weather has been rather cool and traffic has been light. Consequently all units need additional brooming, and this phase is not being rushed. I expect next week to see all brooming completed.

Semi-Final estimate awaits final billing on flagging and also oil invoices.

As all work of importance has been completed, weekly reports will be discontinued.

NOTED
TOM EDWARDS

Noted
M. N. Juve

NOTED
L. H. Young

NOTED
D. J. BARBEE

RECEIVED
1956
OFFICE OF
CONSTRUCTION

Signed

Address

NOTED
W. T. WRIGHT

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

State Printing 86073

| | GRADING | SURFACING | MAINTENANCE MATERIALS | OIL AND BITUMINOUS MACADAM | PAVING |
|---|---|---|---|---|---|
| Miles in project | | | | 15.81 | |
| Miles partially completed | | | | | |
| Miles completed | | | | 15.81 | |
| Total estimated quantities (contract) | | | | 7270 c.y.<br>830 ton. | |
| Total quantities corrected to date | | | | 7062 c.y.<br>800 ton | |
| Estimated quantities moved or placed to date | | | | 7062 c.y.<br>800 ton | |
| Average daily quantities | | | | | |
| Average daily quantities necessary to complete project on time | | | | | |
| Number shifts per day | | | | 1 | |
| Hours per shift | | | | 8 (one day) | |
| Average force on project for week | | | | 16 | |

| | |
|---|---|
| Men | 14 |
| Supervision | 2 |
| Men and trucks under 3 tons | 5 |
| Men and trucks over 3 tons | |
| Men and tractors | |

Equipment used during week: Shovels ........, Power graders 2, Rollers 2, Mixers ........, Crushing or screening plants ........

Compressors ........, Bulldozers ........, Compaction rollers 1 distributor, 1 loader ........, . . . . ........

| | WEATHER | HRS. DELAY | CAUSE OF DELAY |
|---|---|---|---|
| Sunday | | | |
| Monday | | | |
| Tuesday | Fair all week | | |
| Wednesday | | | |
| Thursday | | | |
| Friday | | | |
| Saturday | | | |

Form A-180—10M—9-55

NOTED
V. R. JONES

NOT

# INVOICE
# Oregon State Highway Department
SALEM, OREGON

Deschutes County
Bend, Oregon

NOTED
J. W. CATTRALL

Invoice No. 46872
Date August 14, 1956
Your Req. No.
Billing Request No. CC-257
Credit distribution: 509-1042-297

---

Advance Deposit

Partial transfer county's share total cost. $29,950.00

Deschutes County FAS Oiling project: FAS 690, 691, 692, 693, and 694.
Covered by agreement dated July 11, 1956. Contract 4775. 23,950.00

To be retained $ 6,000.00

RECEIVED
AUG 15 1956
ENGINEER
COUNTY & CITY RELATIONS

ACKNOW[illegible] OF BILLING REQUEST
Cash Received with Request: $________________
By ______________________________________

State Printing 83944

Secretary

gl
encl.

RECEIVED
AUG 14 1956
FOR FILING

| |
|---|
| S-319(1) |
| through to and including S-323(1) |
| 4775 |

August 13, 1956

The Central Heating Co.,Oreg.Ltd.
865 Olive Street
Eugene, Oregon

Gentlemen:

We enclose herewith for your files a fully executed copy of contract No. 4775, which was awarded to you by the State Highway Commission, covering the Deschutes County Roads Oiling Project on FAS Routes Nos. 690,691,692,693 and 694 in Deschutes County.

We are also sending a copy of this contract to the surety on your performance bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encl.

RECEIVED
AUG 10 1956
FOR FILING

S-319(1)-S-323(1)

4775

August 7, 1956

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

This is to advise you that work was started on August 2, 1956 on Contract No. 4775, Deschutes County Roads Oiling Project Section, in Deschutes County, in connection with Federal Aid Project Nos. S-319, 320, 321, 322 and 323(1).

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Deputy State Highway Engineer

DBP:ch

RECEIVED
JUL 20 1956
FOR FILING

FORM E-50H—20,000—10-54—78494

S-319(1)

4795

**OREGON STATE HIGHWAY DEPARTMENT**

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
July 19, 1956

SUBJECT: Advance Deposit
Deschutes County Roads FAS Oiling Project

To: Mr. S. H. Probert
OFFICE

We have received this date Deschutes County's deposit of $29,950 in connection with the Deschutes County Roads FAS Oiling Project on FAS 690, 691, 692, 693, and 694. This project is now clear for award of contract.

John F. Hag

John F. Hagemann
Asst. Engr., County & City Relations

JFH:mm

cc: G. S. Paxson

RECEIVED
JUL 19 1956
OFFICE OF
STATE HIGHWAY ENGINEER

NOTED
G. S. PAXSON

**NOTED**
**V. R. JONES**

NOTED
Harold C. Ayers

July 20, 1956

Deschutes County Court
Courthouse
Bend, Oregon

NOTED
J. W. CATTRALL

NOTED
J. F. HAGEMANN

Gentlemen:

This is to acknowledge receipt of an advance deposit of $29,950 in connection with the Deschutes County FAS oiling project on FAS 690, 691, 692, 693, and 694. Contract No. 4775 has been awarded to Central Heating Company and a copy of the contract is being forwarded under separate cover.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

John W. Cattrall
Engineer, County and City Relations

JFH:mm

NOTED
J. W. CATTRALL

July 18, 1956

Mr. C. G. Polk, District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

NOTED
Harold C. Ayers

NOTED
J. F. HAGEMANN

Dear Mr. Polk:

Attached are three copies each of an encroachment resolution and maintenance agreement on the Deschutes County oiling project as follows:

| FAS | Project No. | Section |
|---|---|---|
| 690 | S-319(1) | Wilcox Road Section |
| 691 | S-320(1) | Middle Unit, Ward Road Section |
| 692 | S-321(1) | Knot Road-Ward Road Section |
| 693 | S-322(1) | White Rock Loop Section |
| 694 | S-323(1) | Gerking Road-Reservoir Road Section |

We have on file executed copies of an agreement covering the county's participation in the total estimated cost of the oiling project.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

John W. Cattrall
Engineer, County and City Relations

JDG:mm
Att.

NOTED

NOTED
V. R. JONES

July 18, 1956

NOTED
Harold C. Ayers

Deschutes County Court
Courthouse
Bend, Oregon

NOTED
J. W. CATTRALL

J. F. HAGEMANN

Gentlemen:

Enclosed is one copy each of the encroachment resolutions covering the Deschutes County oiling project on FAS 690, 691, 692, 693, and 694, respectively. These copies are for the County's records.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

John W. Cattrall
Engineer, County and City Relations

JDG:mm
Encl.

RECEIVED
AUG 14 1956
FOR FILING

4775

[illegible]

July 19, 1956

The Central Heating Co., Ore. Ltd.
865 Olive Street
Eugene, Oregon

Gentlemen:

The State Highway Commission on July 13, 1956 accepted your proposal for Deschutes County Roads Oiling Project on five County Roads in Deschutes County for the sum of $74,889.50 and referred it to the State Highway Engineer with authority to award the contract to you as soon as certain conditions had been fulfilled. This note is to inform you that such conditions have now been satisfied and that the State Highway Engineer today awarded you the contract in conformity with the Commission's authorization. This project has been assigned Contract No. 4775.

Contract forms are now being prepared in this office and will be mailed to you shortly for execution.

This confirms my wire to you of this date.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

mm

cc: Forrest Cooper
S. H. Probert
R. G. Savage, SIAC

Pacific Builder & Engineer, Inc.
2418 Third Ave.
Seattle 1, Washington

Attention: Dorothy McCormack

NOTED
J. Mc C.

E. R.

DOMESTIC SERVICE
Check the class of service desired; otherwise this message will be sent as a fast telegram
TELEGRAM ☐
DAY LETTER ☐
NIGHT LETTER ☐

$
S
E

# WESTERN UNION
## TELEGRAM

W. P. MARSHALL, PRESIDENT

1206 (4-55)

INTERNATIONAL SERVICE
Check the class of service desired; otherwise the message will be sent at the full rate
FULL RATE ☐
LETTER TELEGRAM ☐
SHORE-SHIP ☐

| NO. WDS.-CL. OF SVC. | PD. OR COLL. | CASH NO. | CHARGE TO THE ACCOUNT OF | TIME FILED |
|---|---|---|---|---|
| | | | | |

*Send the following message, subject to the terms on back hereof, which are hereby agreed to*

Salem, Oregon
July 19, 1956
2:23 p.m.

The Central Heating Co., Ore. Ltd.
865 Olive Street
Eugene, Oregon

Contract for Deschutes County Roads Oiling Project on Five County roads, Deschutes County for which you submitted low bid on July 13, 1956 awarded you today. Contract forms follow shortly.

H. B. Glaisyer, Secretary
OREGON STATE HIGHWAY COMM.

cc: Accounting (5003-900)
Files
C. W. Head

Secretary

rn
Attach:

RECEIVED
JUL 25 1956
FOR FILING

S-319(1)

4775

T

Minut. 283
Fi. 132

Salem, Oregon
July 17, 1956

Deschutes County Oiling Project
FAS 690, 691, 692, 693 and 694

Mr. John W. Cattrall
City & County Relations Engineer
Office

Attached hereto for further handling are four certified copies each of five maintenance agreements and one conformed copy of a finance agreement with Deschutes County covering the Deschutes County Oiling Project on FAS Roads Nos. 690, 691, 692, 639 and 694.

A fully executed copy of each has been retained in this office for the Commission's files and one fully executed copy of each has been sent to the County Court of Deschutes County.

Secretary

rn
Attach:

FORM E30—50M—2-55—82966

# OREGON STATE HIGHWAY DEPARTMENT

## INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
July 3, 1956

**SUBJECT:** Deschutes County Oiling Project
FAS 690, 691, 692, 693, & 694

**To:** Mr. G. S. Paxson
OFFICE

Attached are three copies of a finance agreement covering the Deschutes County Oiling Project on FAS Roads Nos. 690, 691, 692, 693, and 694 respectively.

Two copies of the agreement have been executed by the Court and are now ready for presentation to the Highway Commission. Both copies require your signature of approval.

Also attached are six copies of each of the five maintenance agreements covering the above numbered FAS roads. After signature by the Highway Commission, please return four either fully executed or certified true copies of each to this office for transmittal to the B.P.R.

This project was approved by the Commission 4/26/56.

AUTHORIZED BY HIGHWAY COMMISSION
DATE 4-26-56 Minute Page 49
Secretary

John D. Graham
John D. Graham
Office Engr., County & City Relations

JDG:mm
Att.

APPROVED
ASST. STATE HIGHWAY ENGINEER
Date July 3, 1956

RECEIVED
JUL 3 1956
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
JUL 18 1956
FOR FILING

July 17, 1956

County Court of Deschutes County
Court House
Bend, Oregon

Gentlemen:

We are enclosing herewith for the records and files of Deschutes County five fully executed maintenance agreements and one fully executed finance agreement between the State Highway Commission and Deschutes County covering the Deschutes County Oiling Project on FAS Roads Nos. 690, 691, 692, 693 and 694, respectively.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

rn
Enc. 6

NOTED
J. W. CATTRALL

July 16, 1956

Deschutes County Court
Courthouse
Bend, Oregon

NOTED
Harold C. A[illegible]

NOTED

Gentlemen:

On July 13th a satisfactory bid was received from Central Heating Company of Eugene for oiling FAS 690, 691, 692, 693, and 694 in Deschutes County. As per the agreement between State and County an advance deposit from the county is required before awarding a contract. The amount of this deposit is as follows:

| | |
|---|---|
| Bid Items . . . . . . . . . . . . . . . . . . | $74,889.50 |
| Anticipated Additional Items . . . . . . . | |
| Flagging (State share) . . . . . . . . . | 100.00 |
| 12-1/2% Engineering & Contingencies . . . | 9,373.69 |
| Estimated Total Cost . . . . . . | $84,363.19 |

County Advance Deposit:

| | | |
|---|---|---|
| 20% of $68,000 = | $13,600.00 | |
| 100% of all over $68,000 = | 16,363.19 | |
| Total . . . . . . . . | $29,963.19 | or say $29,950 |

Please make this deposit by means of a check or warrant in the amount of $29,950 payable to the Oregon State Highway Commission, forwarding same to this office. Upon receipt of this deposit a contract will be awarded.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

John W. Cattrall
Engineer, County and City Relations

JFH:mm

NOTED
J. W. CATTRALL

June 26, 1956

NOT
Harold C.

J. F. HAGEMANN

Deschutes County Court
Courthouse
Bend, Oregon

Gentlemen:

Enclosed are two copies of an agreement covering finances, six copies each of five maintenance agreements, six copies each of five encroachment resolutions, and a set of plans and specifications in connection with the Deschutes County FAS oiling project on FAS 690, 691, 692, 693, and 694 on which bids will be received on July 13th.

The finance agreement covers state and county participation in costs and provides for an advance deposit by the county after the low bid has been determined and prior to award of a contract. The estimated total cost including engineering and contingencies for oiling all five FAS routes is $73,300; however, the low bid received plus 12 1/2% for engineering and contingencies will be the basis for the county's advance deposit. Please treat this estimate as confidential.

The maintenance agreements and encroachment resolutions are standard forms required by the Bureau of Public Roads.

The set of plans and specifications is for your information and records.

If satisfactory, please sign, have the County Clerk attest, with seal, and return all copies of each agreement and five copies of each resolution to this office. After signature by the Highway Commission a fully executed copy of each agreement will be returned for the county's records. All documents should be mailed so as to arrive in Salem not later than July 6th.

Very truly yours,

R. H. Baldock
State Highway Engineer

By: John W. Cattrall
Engineer, County and City Relations

JFH:mm
Encl.

J. W. CATTRALL

NOTED
Harold C. Ayers

Salem, Oregon
June 15, 1956

Deschutes County FAS Project
FAS 690, 691, 692, 693, & 694

Mr. Forrest Cooper
OFFICE

NOTED

The field data for the Deschutes County oiling project on the subject county FAS routes has been examined and found to be consistent with the project as proposed by the county and approved by the Highway Commission.

A total of only $68,000 of FAS funds is available for this project. Based on the field estimate of $70,300 the county has agreed to pay all costs in excess of $68,000. If the reviewed estimate exceeds the field estimate by any substantial amount, please advise this office.

John F. Hagemann
Asst. Engr., County & City Relations

JFH:mm

cc: V. G. O'Neil
Frank Hall

FORM E-123 50M REVISED 3-53

NOTED
Harold C. Ayers

NOTED
J. W. CATTRALL

MTTTTMTTTVTO

BND ACG 9 6-15-56 217P

DEAN SWIFT, DIV ENGR

WILL YOU CONTACT MCALLISTER, DESCHUTES COUNTY RD SUPERINTENDENT AND FIND OUT APPROXIMATE COMPLETION DATE FOR COUNTY WORK ON FAS ROUTES TO BE OILED. PLEASE ADVISE

J F HAGEMANN

END RH PLS ACK RECD OK GA THANKS

RECEIVED
JUN 15 1956
ENGINEER

M

[illegible]

ACG BN

ACG BND 88 6-15-56 445 PM

J F HAGEOO MAY I PLS USE THIS I HAVE TWO IMP MESSAGES AND HAVE BBEEN WAITING FOR OVER RT MIN PLS

J F HAGEMANN

DESCHUTES CO FAS JOBS WILL BE READY A OUT AUG 1 ST

DEAN SWIFT

END/ BRD , R U RECG ACG YESOK TNKS

FAS No. 693 - 2.8 miles in length. This is what is known as the White Rock Loop and extends from the Cline Falls State Highway approximately 3.5 miles north of Tumalo, easterly, southerly, and westerly to FAS 324 about 2.5 miles north of Tumalo.

FAS 694 - 3.8 miles in length. This highway extends from FAS 329 approximately 1 mile northerly of Tumalo, southwesterly to a county road junction about 1 mile east of Tumalo Reservoir.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

HBG:blm
cc: J. W. Cattrall

FORM E-123 50M REVISED 2-53

COMMISSIONERS
BEN R. CHANDLER, CHAIRMAN
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE
M. K. McIVER, MEMBER
PORTLAND
H. B. GLAISYER
SECRETARY

1859

OREGON
STATE HIGHWAY DEPARTMENT
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
W. C. WILLIAMS
1st ASST. STATE HWY. ENGR.
W. W. STIFFLER
2ND ASST. STATE HWY. ENGR.
C. W. ENFIELD
CHIEF COUNSEL

IN REPLY PLEASE REFER TO

May 25, 1956

County Court of Deschutes County
Deschutes County Courthouse
Pendleton, Oregon

COPY

Gentlemen:

This note is simply to inform you that the State Highway Commission at its meeting on April 26, 1956 approved your request for the following additions to the federal-aid secondary road system of this state:

FAS 690 - 2 miles in length. This is Wilcox County Road which extends from The Dalles-California Highway approximately 2.2 miles north of Redmond, westerly, southerly and easterly to a point on FAP No. 4 about 0.7 mile north of Redmond.

FAS 691 - 4.8 miles in length. This is the Ward County Road which extends from the Central Oregon Highway approximately 2 miles east of Bend, southerly and easterly to a connection with the new FAS No. 692 described in the next paragraph.

FAS 692 - 11.4 miles in length. This designation includes the Arnold and Geaney County Roads and extends from the Central Oregon Highway approximately 1 mile east of the city limits of Bend, southerly, easterly, and northerly to FAP No. 21, approximately 4.5 miles east of Bend.

FAS No. 693 - 2.8 miles in length. This is what is known as the White Rock Loop and extends from the Cline Falls State Highway approximately 3.5 miles north of Tumalo, easterly, southerly, and westerly to FAS 324 about 2.5 miles north of Tumalo.

FAS 694 - 3.8 miles in length. This highway extends from FAS 329 approximately 1 mile northerly of Tumalo, southwesterly to a county road junction about 1 mile east of Tumalo Reservoir.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

HBG:blm
cc: J. W. Cattrall

NOTED
Harold C. Ayers

[illegible]
J. F. [illegible]

NOTED
J. W. CATTRALL

MEMO TO: J. W. Nash
5/22/56

WILCOX ROAD SECTION
FAS ROUTE 690

This project extends from the northerly terminus to the southerly terminus of FAS 690. The existing road has been reconstructed by Deschutes County through the base and levelling course to a satisfactory standard.

The proposed project is toconstruct a type 0-9 oil mat wearing surface 20 feet in width. Shoulder aggregate to a minimum width of 2' will be placed by Deschutes County without Federal cooperation.

This road is a school bus and mail route and serves an irrigated farming area.

DESCHUTES COUNTY
Length - 2 miles

FUNDS:

| | |
|---|---|
| Federal | $5,400. |
| State | 1,800. |
| County | 1,800 |
| Total | $9,000. |

NOT
Har

[illegible]

J. F. HAGEMANN

NOTED
J. W. CATTRALL

MEMO TO: J. W Nash
5/22/56

MIDDLE UNIT, WARD ROAD SECTION
FAS ROUTE 691

This project extends from the existing oil mat wearing surface approximately 1.2 miles south of the junction of FAS 691 with FAP 21, southeasterly to a point approximztely 1.4 miles west of the junction of FAS 691 with FAS 692. The existing road has been reconstructed by Deschutes County through the base and levelling course to a satisfactory standard.

The proposed project is to construct a type 0-9 oil mat wearing surface 20' in width. Shoulder aggregate to a minimum width of 2' will be placed by Deschutes County without Federal cooperation.

This road serves an irrigated farming area and is a school bus and mail route.

The northerly 1.2 miles has a 20' wide oil mat wearing surface with 3' shoulders. The easterly 1.4 miles is being reconstructed to the same standard as the proposed project and should be completed by 1957.

DESCHUTES COUNTY
Length - 2.2 miles

| FUNDS: | | |
|---|---|---|
| | Federal | $6,000. |
| | County | 2,000. |
| | State | 2,000. |
| | Total | $10,000. |

NOTED
Harold C. Ayers

NOTED
J. W. CATTRALL

J. F. HAGEMANN

MEMO TO: J. W. Nash
5/22/56

KNOT ROAD-WARD ROAD SECTION
FAS ROUTE 692

This project extends from the existing oil mat approximately 4.3 miles southerly from the westerly junction of FAS 692 with FAP 21, southerly, easterly and northerly to the existing oil mat at the junction of FAS 692 with FAS 691. The existing road has been reconstructed by Deschutes County through the base and levelling course to a satisfactory standard.

The proposed project is to construct a type 0-9 oil mat wearing surface 20 feet in width. Shoulder aggregate to a minimum width of 2 feet will be placed by Deschutes County without Federal cooperation.

This road serves an irrigated farming area and is a school bus and mail route.

The balance of the route has an oil mat wearing surface 20 feet in width with 2 feet to 4 feet shoulders. No further improvements are contemplated.

DESCHUTES COUNTY
Length - 5.2 miles

| | | | |
|---|---|---|---|
| FUNDS: | Federal | ~~$20,400.~~ | 14 400 |
| | State | ~~6,800.~~ | 4 800 |
| | County | ~~6,800.~~ | 4 800 |
| | Total | ~~$34,000.~~ | 24,000 |

NOTED
Harold C. [illegible]

NOTED
J. [illegible]NN

NOTED
J. W. CATTRALL

MEMO TO: J. W. Nash
5/22/56

WHITE ROCK LOOP SECTION
FAS 693

This project encompasses the entire route of FAS 692. The existing road has been reconstructed by Deschutes County through the base and levelling course to a satisfactory standard.

The proposed project is to construct a type 0-9 oil mat wearing surface 20 feet in width. Shoulder aggregate to a minimum width of 2 feet will be placed by Deschutes County without Federal cooperation.

This road serves an irrigated farming area and is a school bus and mail route.

DESCHUTES COUNTY
Length - 2.8 miles

| FUNDS: | | |
|---|---|---|
| | Federal | $7,800. |
| | State | 2,600. |
| | County | 2,600. |
| | Total | $13,000. |

1

NO[illegible]
Hare[illegible]

NOTED
J. W. CA[illegible]

J. [illegible]NN

MEMO TO: J. W. Nash
5/22/56

GERKING ROAD-RESERVOIR ROAD SECTION
FAS ROUTE 694

This project extends from the junction of FAS 694 with FAS 329, southwesterly to the southerly terminus of FAS 694. The existing road has been reconstructed by Deschutes County through the base and levelling course to a satisfactory standard.

The proposed project is to construct a type 0-9 oil mat wearing surface 20 feet in width. Shoulder aggregate to a minimum width of 2 feet will be placed by Deschutes County without Federal cooperation.

This road serves an irrigated farming area and is a school bus and mail route.

DESCHUTES COUNTY
Length - 3.8 miles

| FUNDS: | | | |
|---|---|---|---|
| | Federal | ~~$9,000.~~ | 10,500 |
| | State | ~~3,000.~~ | 3,500 |
| | County | ~~3,000.~~ | 3,500 |
| | Total | ~~$15,000.~~ | 17,500 |

NOTED
J. W. CATTRALL

NOTED
Harold C. Ayers

April 30, 1956

Deschutes County Court
Courthouse
Bend, Oregon

Gentlemen:

On April 26th the Highway Commission approved the addition to the FAS System of FAS Route 690 (Wilcox Road), 691 (Ward Road), 692 (Arnold and Gosney Roads), 693 (White Rock Loop), and 694 (Pinehurst Road), and also projects on these routes as described in the attached tabulation. Preparation of plans and specifications and approval by the Bureau of Public Roads are now required prior to contracting the projects. Preliminary engineering will be handled by our division office in Bend.

Also enclosed are two copies of a map showing the routes proposed for addition to the FAS System. Please indicate approval by signing in the space provided and return one signed copy to this office.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

John W. Cattrall
Engineer, County and City Relations

JFH:mm
Encl.

[illegible] 5-57 [illegible]

DESCHUTES COUNTY
PROPOSED PROJECTS

FAS 690 - Wilcox Road Section, Approximately 2 Miles. This section extends from the The Dalles-California Highway near Prineville Junction westerly, southerly, and easterly to the The Dalles-California Highway approximately 0.7 mile north of the north city limits of Redmond.

FAS 691 - Middle Unit, Ward Road Section, Approximately 2.2 Miles. This section extends from the end of the existing oil mat wearing surface approximately 1.2 miles south of the junction of FAS 691 with the Central Oregon Highway, southeasterly to the end of the county reconstruction work approximately 1.4 miles west of the junction of FAS 691 with FAS 692.

FAS 692 - Knot Road-Ward Road Section, Approximately 5.2 Miles. This section extends from the end of the existing oil mat wearing surface near Knot Road and approximately 4.3 miles southerly from the junction of FAS 692 with the Central Oregon Highway southerly, easterly, and northerly to the end of the existing oil mat wearing surface at the junction of FAS 692 with FAS 691 (Ward Road).

FAS 693 - White Rock Loop Section, Approximately 2.8 Miles. This section extends from a junction with FAS 324 (Kline Falls State Highway) approximately 3.7 miles north of Tumalo easterly, southerly, and westerly to a junction with FAS 324 approximately 2.7 miles north of Tumalo.

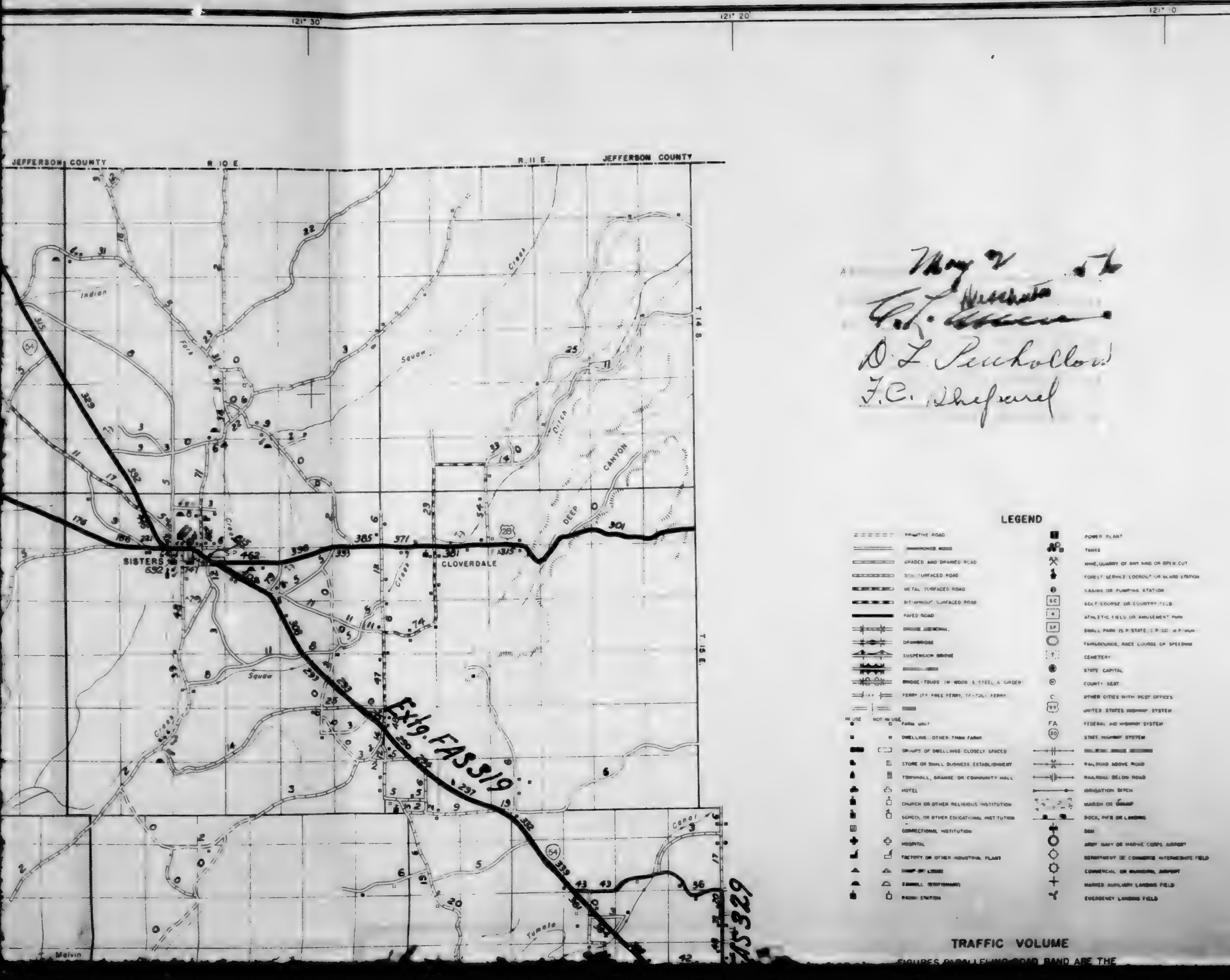
FAS 694 - Gerking Road-Reservoir Road Section, Approximately 3.8 Miles. This section extends from a junction with FAS 329 (Gerking Road) southwesterly to a junction with the Reservoir Market Road approximately 1 mile east of the Tumalo Reservoir.

The proposed projects are to construct a 20' wide 0-9 with binder on the grade and base prepared by Deschutes County. The county will also place shoulder material thus confining the FAS projects to oiling only with all sections being combined in one contract. This project is the same as that constructed during 1955 with the county performing the same type of preparatory work as in 1955. Surveys for these projects have been made by Mr. Risen, County Surveyor, and survey data can be obtained by contacting either Mr. Risen or Mr. McAllister, County Roadmaster. The sections of FAS 691 and 692 are presently under construction and the county plans to complete the other sections by approximately July 15th.

A total of $68,000 is programmed for the above projects. This represents the presently estimated balance of fiscal year 1956 and 1957 funds available to Deschutes County. This may be adjusted as final costs for previous projects become available.

4-26-56: Hwy Comm approved

4/2/56
(56-b)

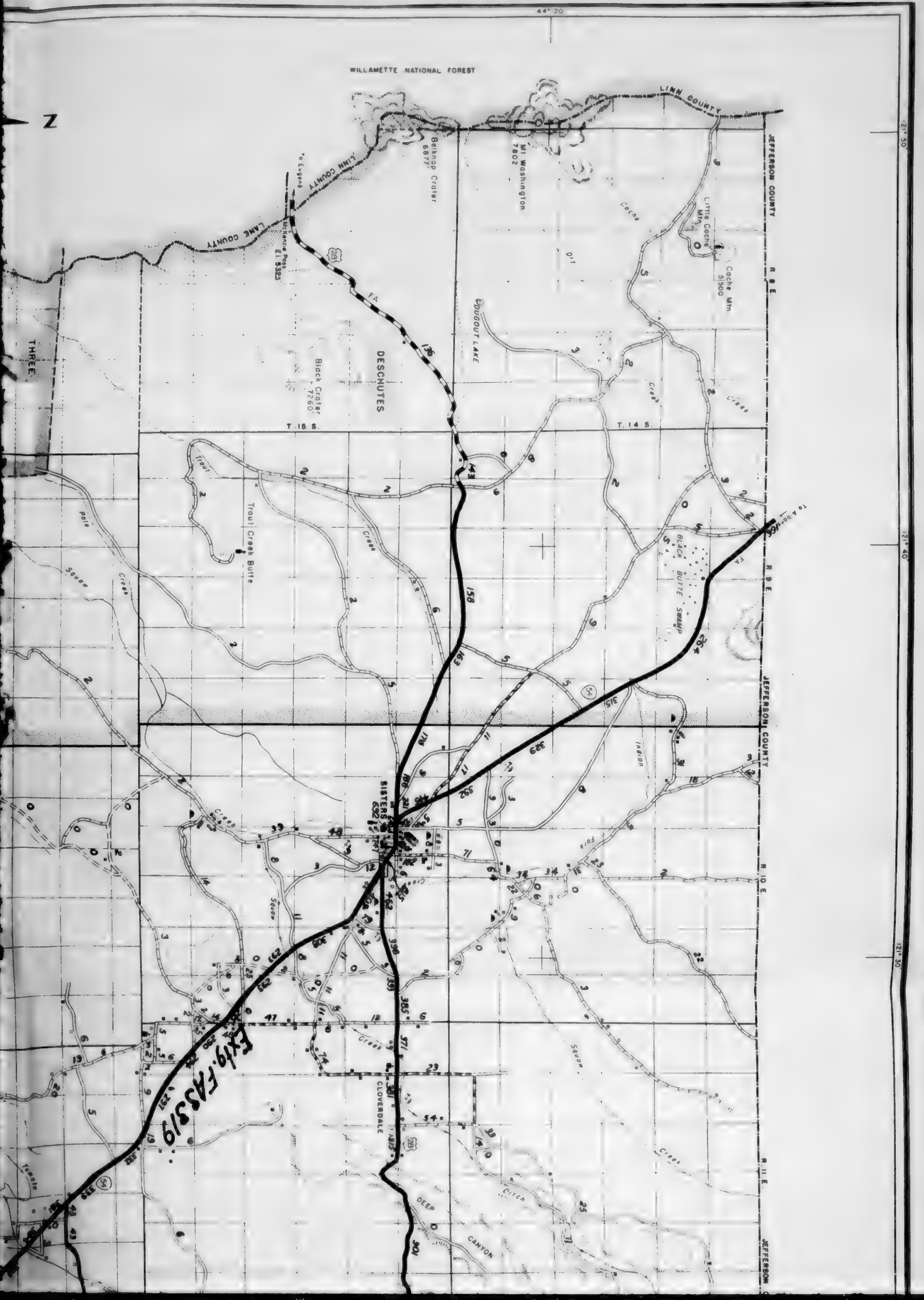

121° 30'
121° 20'
121° 10'
JEFFERSON COUNTY
R. 10 E.
R. 11 E.
JEFFERSON COUNTY
T. 14 S.
T. 15 E.
SISTERS
CLOVERDALE
DEEP
CANYON
Indian
Fork
Squaw
Creek
Ditch
Canal
Tumalo
Melvin
54
28
FA 315
Extg. FAS 319
FAS 329
LEGEND
PRIMITIVE ROAD
GRADED AND DRAINED ROAD
SOIL SURFACED ROAD
METAL SURFACED ROAD
BITUMINOUS SURFACED ROAD
PAVED ROAD
DRAWBRIDGE
SUSPENSION BRIDGE
BRIDGE - TRUSS (W-WOOD S-STEEL G-GIRDER)
FERRY (FF-FREE FERRY, TF-TOLL FERRY)
IN USE
NOT IN USE
FARM UNIT
DWELLING OTHER THAN FARM
GROUPS OF DWELLINGS CLOSELY SPACED
STORE OR SMALL BUSINESS ESTABLISHMENT
TOWNHALL, GRANGE OR COMMUNITY HALL
HOTEL
CHURCH OR OTHER RELIGIOUS INSTITUTION
SCHOOL OR OTHER EDUCATIONAL INSTITUTION
CORRECTIONAL INSTITUTION
HOSPITAL
FACTORY OR OTHER INDUSTRIAL PLANT
SAWMILL (STATIONARY)
POWER PLANT
TANKS
MINE, QUARRY OF ANY KIND OR OPEN CUT
FOREST SERVICE LOOKOUT OR GUARD STATION
GAGING OR PUMPING STATION
GOLF COURSE OR COUNTRY CLUB
ATHLETIC FIELD OR AMUSEMENT PARK
SMALL PARK (S.P. STATE, C.P. CO., M.P. MUN.)
FAIRGROUNDS, RACE COURSE OR SPEEDWAY
CEMETERY
STATE CAPITAL
COUNTY SEAT
OTHER CITIES WITH POST OFFICES
UNITED STATES HIGHWAY SYSTEM
FEDERAL AID HIGHWAY SYSTEM
STATE HIGHWAY SYSTEM
RAILROAD ABOVE ROAD
RAILROAD BELOW ROAD
IRRIGATION DITCH
MARSH OR SWAMP
DOCK, PIER OR LANDING
DAM
ARMY NAVY OR MARINE CORPS AIRPORT
DEPARTMENT OF COMMERCE INTERMEDIATE FIELD
COMMERCIAL OR MUNICIPAL AIRPORT
MARKED AUXILIARY LANDING FIELD
EMERGENCY LANDING FIELD
TRAFFIC VOLUME
FIGURES PARALLELING ROAD BAND ARE THE

May 2 '56

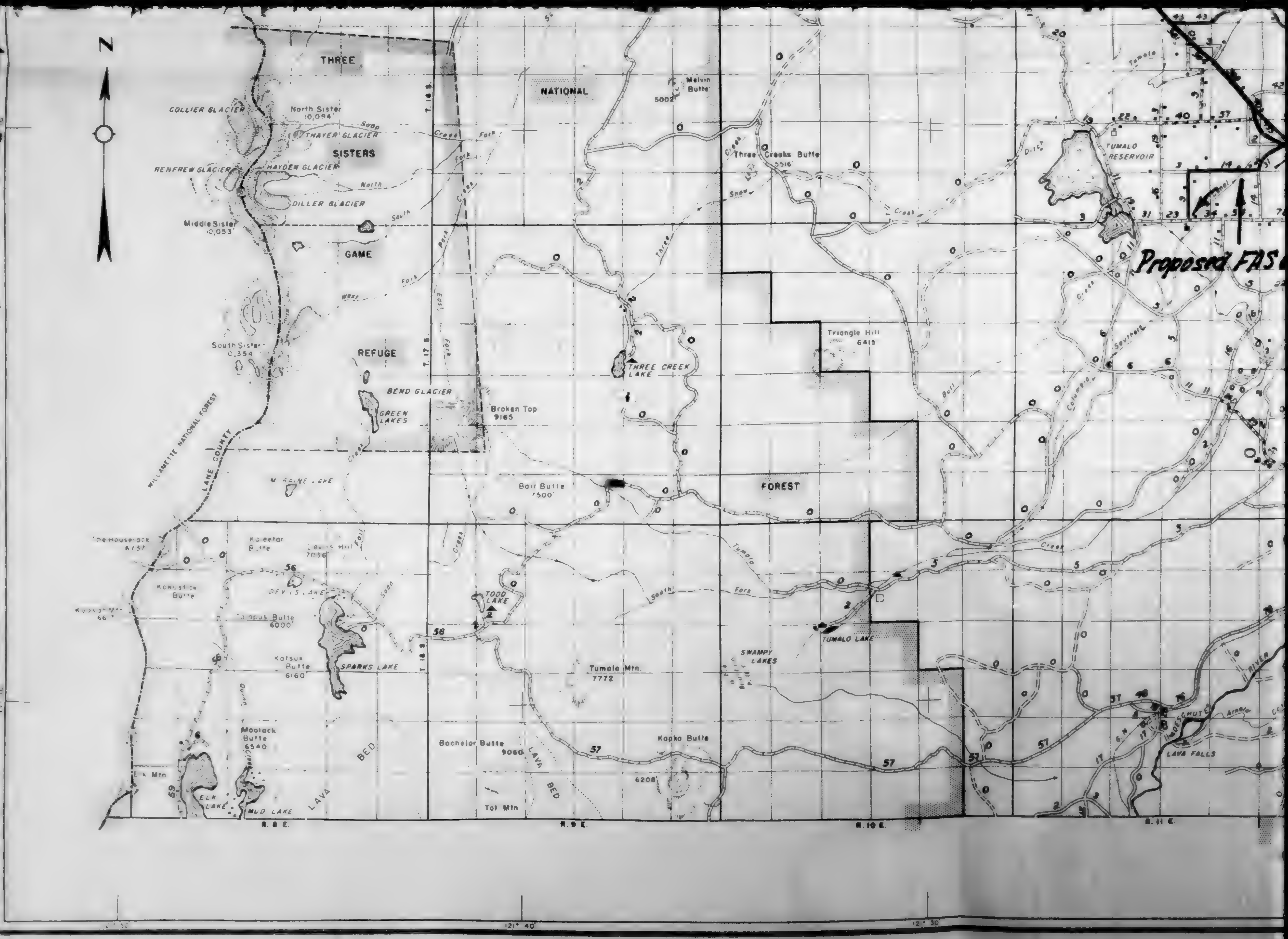
C. L. [illegible]

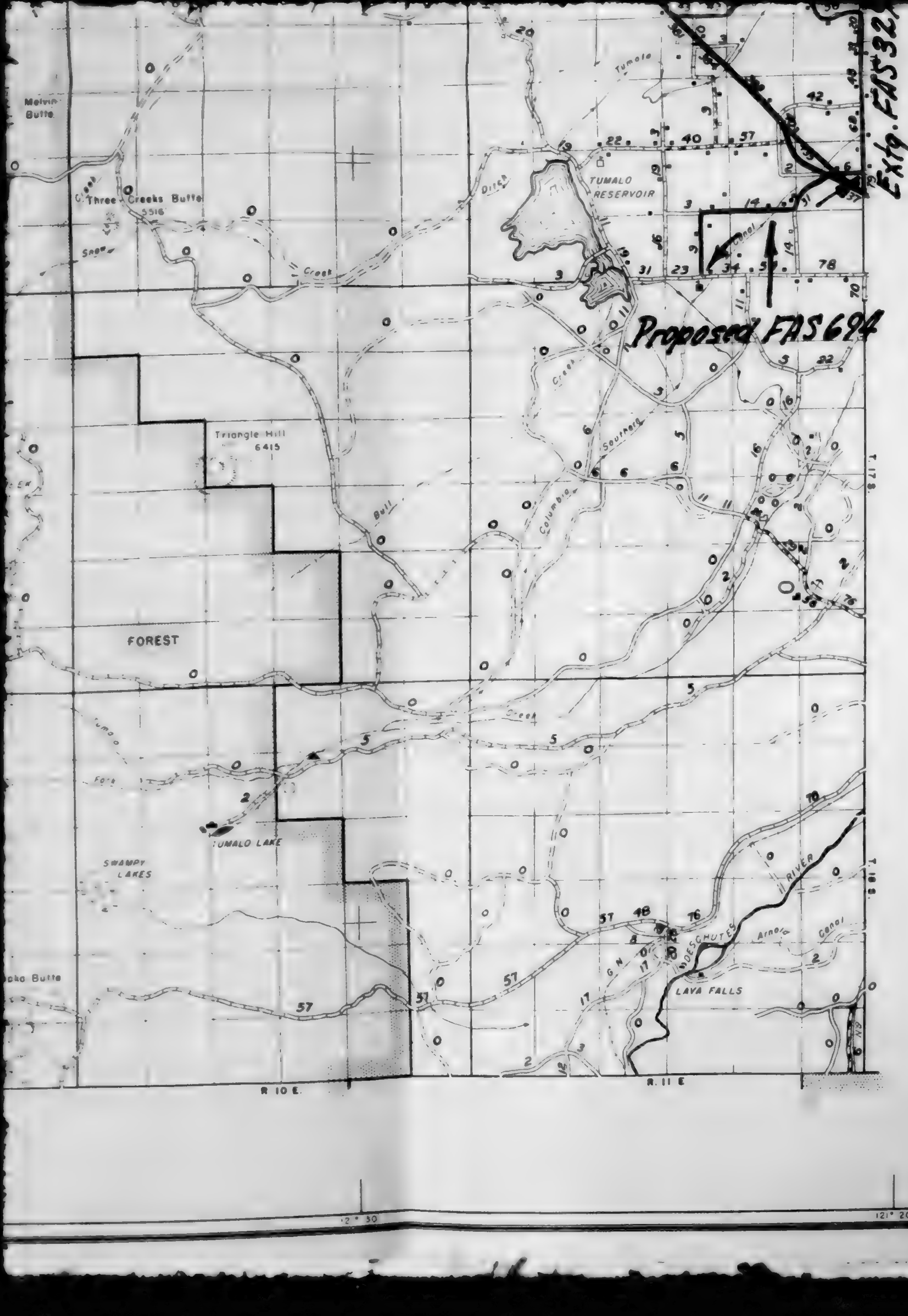
D. L. Penhollow

F. C. Shepard


44° 20
WILLAMETTE NATIONAL FOREST
LINN COUNTY
LANE COUNTY
To Eugene
McKenzie Pass El. 5325
Belknap Crater 6877
Mt Washington 7802
Little Cache Mtn.
Cache Mtn. 5500
JEFFERSON COUNTY
R 8 E.
121° 50
121° 40
121° 30
DUGOUT LAKE
Black Crater 7260
DESCHUTES
THREE
T. 15 S.
T. 14 S.
Trout Creek Butte
BLACK BUTTE SWAMP
To Albany
SISTERS
CLOVERDALE
DEEP CANYON
R 9 E.
R 10 E.
R 11 E.
126
158
163
54
28
Cache
Creek
Trout
Pole
Squaw
Indian
Ditch

Ex19. FAS319


N
THREE
SISTERS
GAME
REFUGE
NATIONAL
FOREST
COLLIER GLACIER
North Sister 10,094
THAYER GLACIER
RENFREW GLACIER
HAYDEN GLACIER
DILLER GLACIER
Middle Sister 10,053
South Sister 10,354
BEND GLACIER
GREEN LAKES
Broken Top 9165
WILLAMETTE NATIONAL FOREST
LANE COUNTY
Ball Butte 7500'
Melvin Butte 5002'
Three Creeks Butte 5516'
THREE CREEK LAKE
Triangle Hill 6415
TUMALO RESERVOIR
Proposed FAS
The Husband 6737
Kokostick Butte
Devils Hill 7036
DEVILS LAKE
Tumalo Butte 6000'
Katsuk Butte 6160'
SPARKS LAKE
TODD LAKE
Tumalo Mtn. 7772
SWAMPY LAKES
TUMALO LAKE
Moolack Butte 6540
Bachelor Butte 9060
Kapka Butte
6208'
Tot Mtn
ELK LAKE
MUD LAKE
LAVA BED
LAVA FALLS
DESCHUTES RIVER
T. 16 S.
T. 17 S.
T. 18 S.
R. 8 E.
R. 9 E.
R. 10 E.
R. 11 E.
121° 40'
121° 30'
Soap Creek
North Fork
South Fork
West
East Fork
Three
Snow Creek
Tumalo Creek
Columbia
Southern
Bull
Ditch
56
57
58
5
2
11
16
6



## TRAFFIC VOLUME

FIGURES PARALLELING ROAD BAND ARE THE 1941 ANNUAL DAILY TRAFFIC VOLUMES AND APPLY TO THE SECTION OF ROAD BETWEEN ROAD JUNCTIONS AS SHOWN.

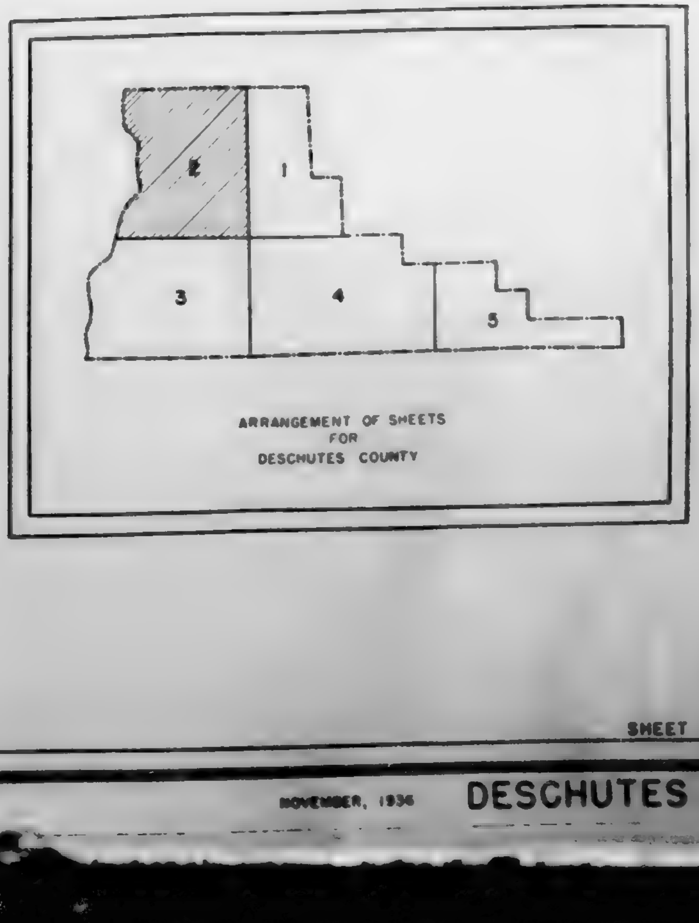
# GENERAL HIGHWAY MAP
# DESCHUTES COUNTY
# OREGON

PREPARED BY THE
OREGON STATE HIGHWAY DEPARTMENT
IN COOPERATION WITH THE
U. S. DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DATA OBTAINED FROM
STATE-WIDE HIGHWAY PLANNING SURVEY

SCALE

0 1 2 3 4 Miles

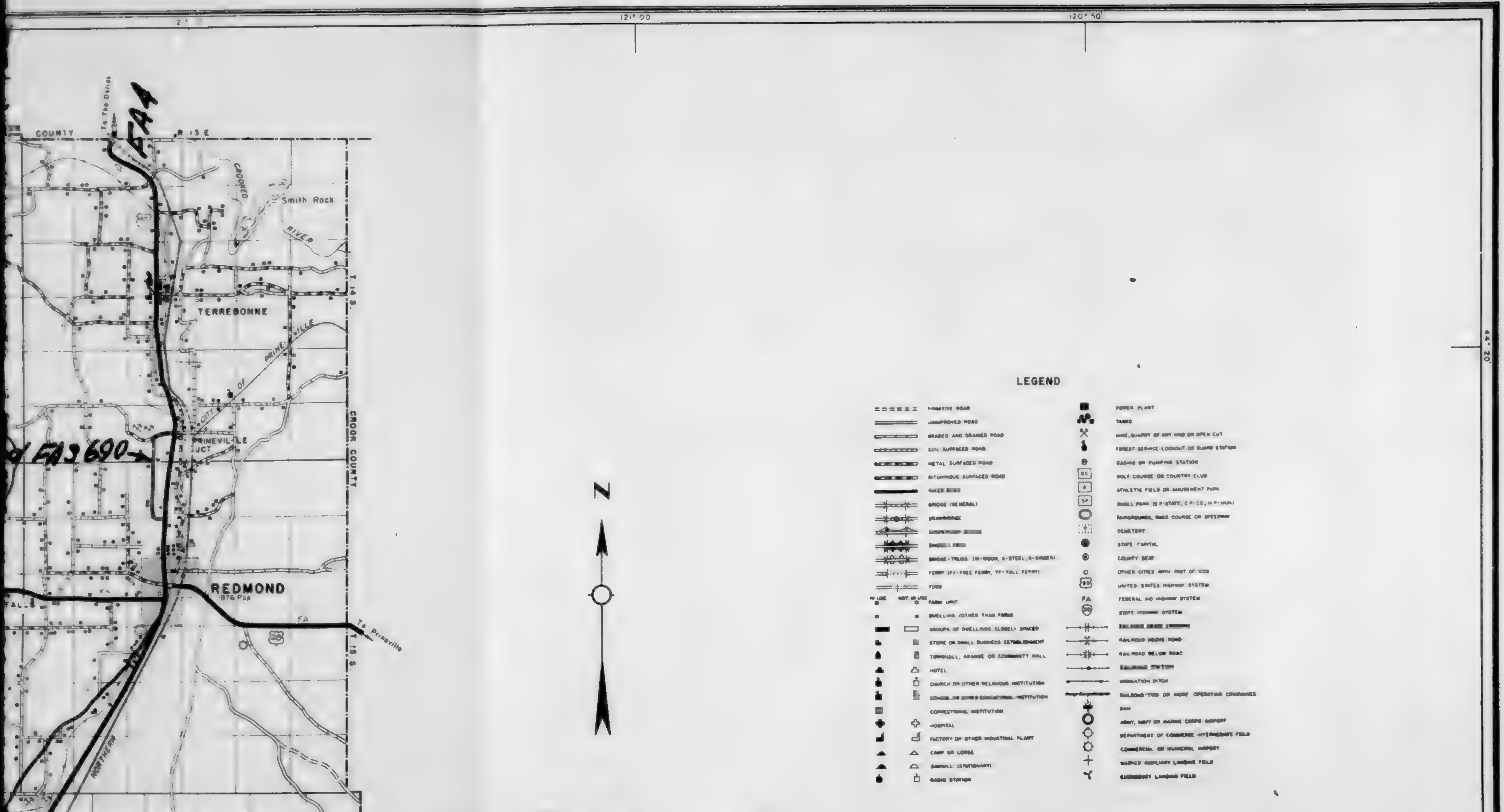
1936
REVISED 1939



ARRANGEMENT OF SHEETS FOR DESCHUTES COUNTY

SHEET 2 OF 5 Polyconic Projection

121° 30'
121° 20'
121° 10'
44° 10'
44° 00'



FA4
To The Dalles
COUNTY
R 13 E
CROOKED
RIVER
Smith Rock
T 14 S
TERREBONNE
CITY OF PRINEVILLE
FAS 690
PRINEVILLE JCT
CROOK COUNTY
REDMOND
1876 Pop
FA
To Prineville
T 15 S
GREAT NORTHERN
T 16 S
121° 00'
120° 50'
44° 20'
44° 10'
N
LEGEND
PRIMITIVE ROAD
UNIMPROVED ROAD
GRADED AND DRAINED ROAD
SOIL SURFACED ROAD
METAL SURFACED ROAD
BITUMINOUS SURFACED ROAD
BRIDGE (GENERAL)
DRAWBRIDGE
BRIDGE - TRUSS (W-WOOD, S-STEEL, G-GIRDER)
FERRY (FF-FREE FERRY, TF-TOLL FERRY)
FORD
IN USE
NOT IN USE
FARM UNIT
DWELLING (OTHER THAN FARM)
GROUPS OF DWELLINGS CLOSELY SPACED
STORE OR SMALL BUSINESS ESTABLISHMENT
TOWNHALL, GRANGE OR COMMUNITY HALL
HOTEL
CHURCH OR OTHER RELIGIOUS INSTITUTION
CORRECTIONAL INSTITUTION
HOSPITAL
FACTORY OR OTHER INDUSTRIAL PLANT
CAMP OR LODGE
SAWMILL (STATIONARY)
RADIO STATION
POWER PLANT
TANKS
MINE, QUARRY OF ANY KIND OR OPEN CUT
FOREST SERVICE LOOKOUT OR GUARD STATION
GAGING OR PUMPING STATION
GC
GOLF COURSE OR COUNTRY CLUB
A
ATHLETIC FIELD OR AMUSEMENT PARK
SP
SMALL PARK (S P-STATE, C P-CO., M P-MUN.)
FAIRGROUNDS, RACE COURSE OR SPEEDWAY
CEMETERY
STATE CAPITAL
COUNTY SEAT
OTHER CITIES WITH POST OFFICES
UNITED STATES HIGHWAY SYSTEM
FA
FEDERAL AID HIGHWAY SYSTEM
STATE HIGHWAY SYSTEM
RAILROAD ABOVE ROAD
RAILROAD BELOW ROAD
IRRIGATION DITCH
RAILROAD-TWO OR MORE OPERATING COMPANIES
DAM
ARMY, NAVY OR MARINE CORPS AIRPORT
DEPARTMENT OF COMMERCE INTERMEDIATE FIELD
COMMERCIAL OR MUNICIPAL AIRPORT
MARKED AUXILIARY LANDING FIELD
EMERGENCY LANDING FIELD

May 2 1956

Deschutes

D. L. Penhollow

F. C. Shepard

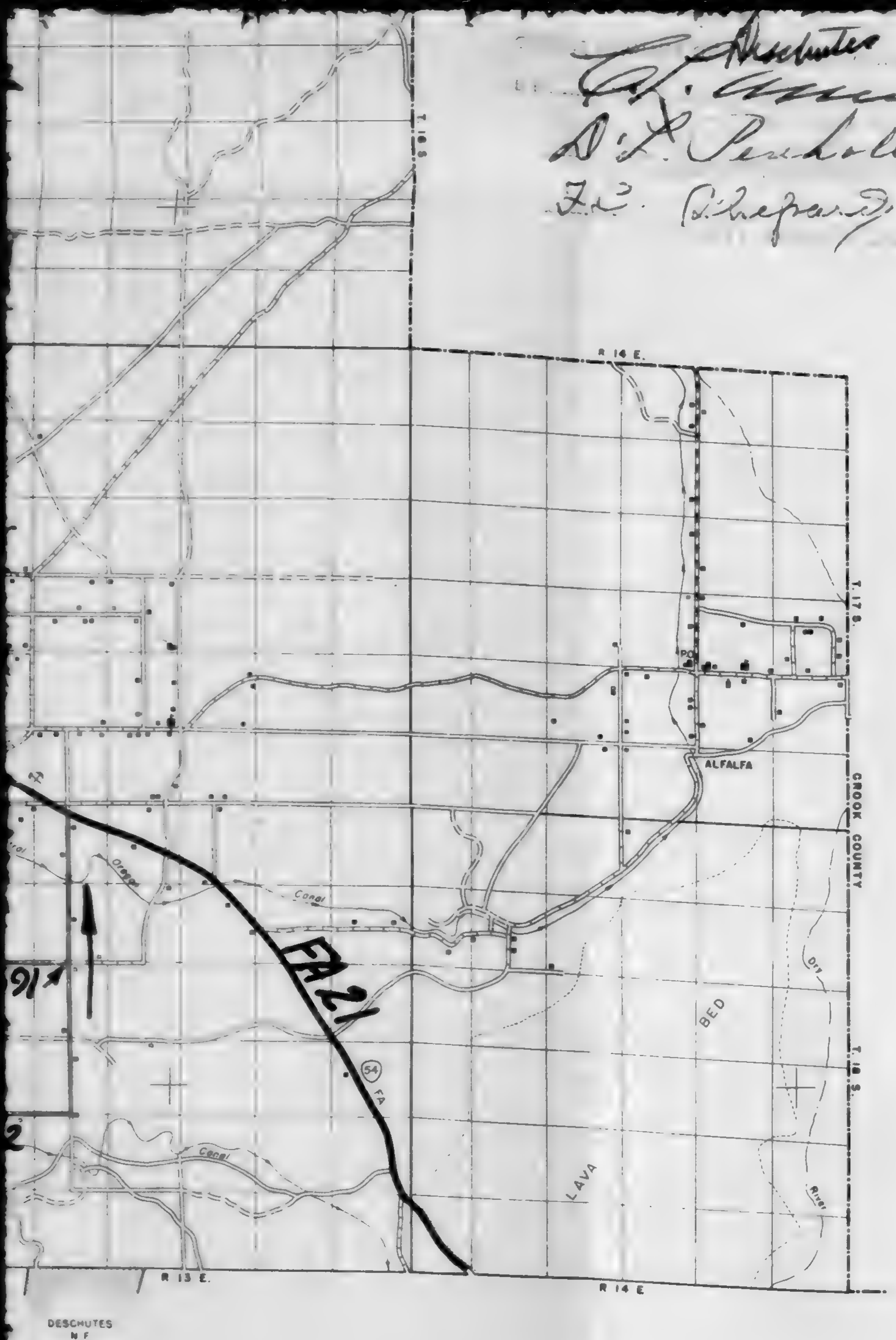
GENERAL HIGHWAY MAP

# DESCHUTES COUNTY

Deschutes

D. L. Penhollow

F. L. Shepard



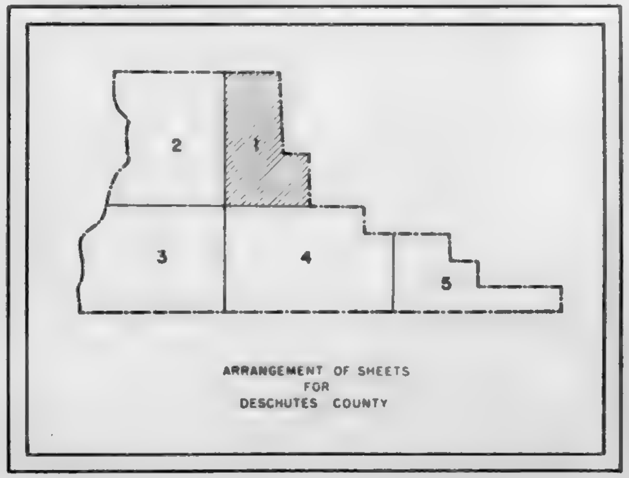
# GENERAL HIGHWAY MAP
# DESCHUTES COUNTY
## OREGON

PREPARED BY THE
OREGON STATE HIGHWAY DEPARTMENT
IN COOPERATION WITH THE
U. S. DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DATA OBTAINED FROM
STATE-WIDE HIGHWAY PLANNING SURVEY

SCALE

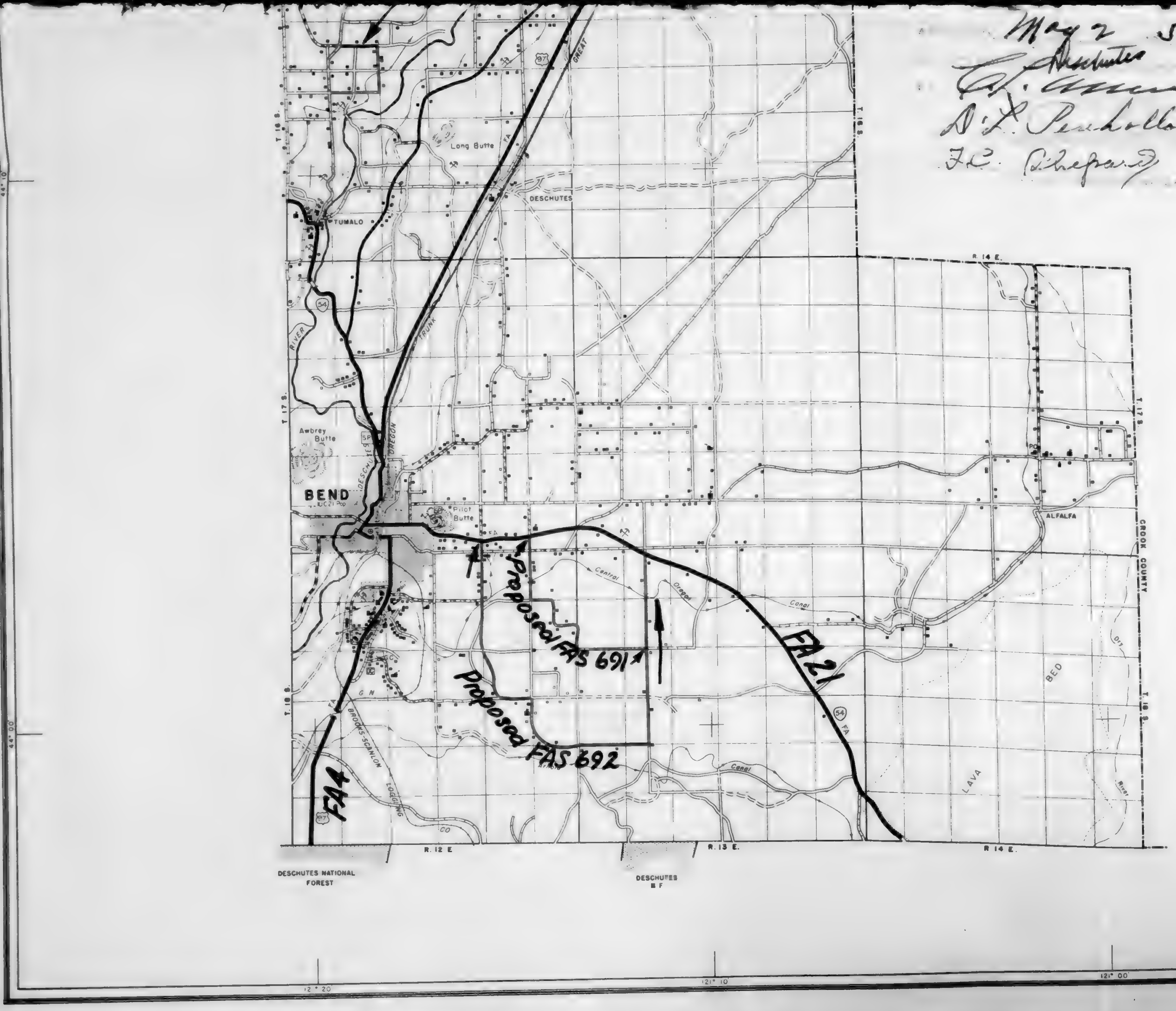
1 0 1 2 3 4 Miles

1936
REVISED 1939



ARRANGEMENT OF SHEETS
FOR
DESCHUTES COUNTY

SHEET 1 OF 5 Polyconic Projection



May 2 56
Deschutes
D. L. Penhollow
F. C. Shepard

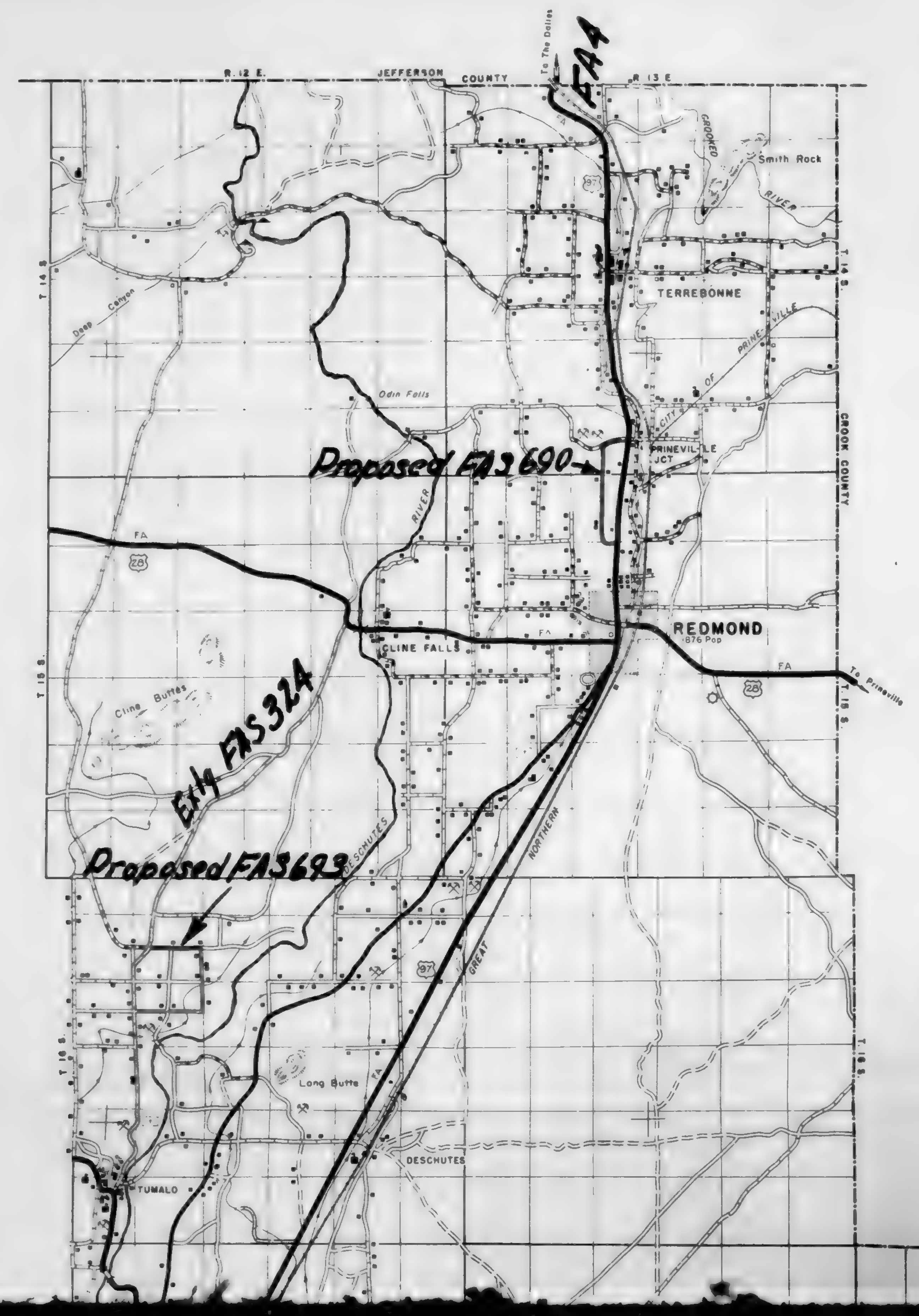
GEN

DESCH

OREGON

U. S. D

STATE-W



May 2 56

Deschutes

D. L. Penhollow

F. C. Shepard

GEN

DESCH

OREGON

ER-18(1) Josephine Co. Line-Rogue R. 1956
Road Section of the Pacific Hwy.

ER-18(1) Josephine Co. Line-Rogue R. 1956
Road Section of the Pacific Hwy.

| | | |
|---|---|---|
| Monthly transaction number<br>5-12 | Fo R-2A U.S. DEPARTMENT OF COMMERCE<br>(5-31-57) BUREAU OF PUBLIC ROADS | ate Oregon |
| | | County Jackson |
| Project report number<br>6 | **MODIFICATION OF FEDERAL-AID PROJECT AGREEMENT** | Project number ER-18(1) |

The Project Agreement for the above-referenced project entered into between the undersigned parties and executed by the Division Engineer on September 28, 19 56, is hereby modified as follows:

Revised estimated total cost of project $ 301,577.00

Revised Federal funds $ 150,788.00

Other revisions - None.

All other terms and conditions of the Project Agreement will remain in full force and effect.

This modification is effective as of the 7th day of May, 19 58.

**OREGON STATE HIGHWAY COMMISSION**
(Official name of Highway Department)

By

**Chairman, State Highway Commission**
(Title)

By

**Member, State Highway Commission**
(Title)

By

**Member, State Highway Commission**
(Title)

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

By CH Polk
Division Engineer

RECOMMENDED FOR APPROVAL:
STATE HIGHWAY ENGINEER

USComm-DC 11170

May 2, 1958

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

We are forwarding two copies of modification of project agreement, signed by the Highway Commission, for the Josephine County Line-Rogue River Road Section, Project No. ER-18(1).

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

BWC:er

RECEIVED
OCT 18 1956

FOR FILING
[illegible]

4776

October 3, 1956

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

We are forwarding two copies of project agreement, signed by the Highway Commission, for the Josephine Co. Line-Rogue River Road Section, Project No. ER-18(1).

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

BMC:ia

# PROJECT AGREEMENT

DESCRIPTION: (JOB, SECTION AND HIGHWAY)

Josephine County Line - Rogue River Section
Pacific Highway
Jackson County

NATURE OF WORK:

Grade, pave and Structures

CONTRACT NUMBER, CONTRACTOR AND DATE OF AWARD:

4776 Fre d H. Slate,Oregl Ltd. 7-25-56
&
E. C. Hall Co.

DATE OF COMPLETION:

150 Workdays from 8-1-56

REMARKS:

CPRB-2227

Form PR 2 (Revised 1950)

State Oregon

Project No. ER-18(1)

U. S. DEPARTMENT OF COMMERCE

BUREAU OF PUBLIC ROADS

# PROJECT AGREEMENT

---

MEMORANDUM OF AGREEMENT made this 28th day of September, 1956, by and between The Oregon State Highway Commission, constituting for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Commissioner of Public Roads, Bureau of Public Roads, Department of Commerce, hereinafter called the Commissioner, pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), and acts amendatory thereof or supplementary thereto:

Whereas the Highway Department of said State submitted on the 17th day of February, 1956, a program, which was approved on the 29th day of March, 1956, for the project hereinafter described; and

Whereas the Highway Department, in accordance with the regulations promulgated for the administration of the act, has furnished surveys, plans, specifications, and/or estimates for said project; and

Whereas the District Engineer of the Bureau of Public Roads approved said surveys, plans, specifications, and/or estimates on the 27th day of June, 1956, and the sum of one hundred forty thousand, and 00/100 dollars ($140,000.00) as the share of the United States payable under said act on account of said project which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Commissioner do hereby mutually agree as follows:

CPHB-2227

Form PR 2 (Revised 1950)

State Oregon

Project No. ER-18(1)

U. S. DEPARTMENT OF COMMERCE

BUREAU OF PUBLIC ROADS

# PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 28th day of September, 1956,

by and between The Oregon State Highway Commission

, constituting

for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Commissioner of Public Roads, Bureau of Public Roads, Department of Commerce, hereinafter called the Commissioner, pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), and acts amendatory thereof or supplementary thereto:

Whereas the Highway Department of said State submitted on the 17th day of February, 1956, a program, which was approved on the 29th day of March, 1956, for the project hereinafter described; and

Whereas the Highway Department, in accordance with the regulations promulgated for the administration of the act, has furnished surveys, plans, specifications, and/or estimates for said project; and

Whereas the District Engineer of the Bureau of Public Roads approved said surveys, plans, specifications, and/or estimates on the 27th day of June, 1956, and the sum of one hundred forty thousand, and 00/100

dollars ($140,000.00) as the share of the United States payable under said act on account of said project which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Commissioner do hereby mutually agree as follows:

## FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department for said project have been made available in the following manner, to wit:

(*a*) By the State Chapter 175, Laws 1917; Chapter 31, Laws 1920; Chapter 529, Laws 1939.
(Include date and citation of act of legislature by which authorized)

(*b*) From other sources ____________________
(State how placed under direct control of Highway Department)

## WORK EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following work as described in detail in said surveys, plans, specifications, and/or estimates:

~~Between~~ Flood damage repair between Stations 318+50.0 and 990+50.0, east of Grants Pass,

________, length 2.115 miles, in Jackson County,

being Oregon project No. ER-18(1), consisting of 2.110 miles of

roadway and one bridges~~, each~~ of more than 20 feet clear span, 0.005 of a mile in length.

## CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are by reference made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Bureau of Public Roads and in accordance with the laws of said State, Federal regulations hereinbefore mentioned, and the following conditions:

(*a*) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account shall be approved by the Bureau of Public Roads.

## UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the work covered by this agreement shall not in any event exceed the sum of

one hundred forty thousand, and 00/100

dollars ($ 140,000.00 ), which does not exceed the authorized Federal pro rata share of

two hundred eighty six thousand, six hundred fifty two and 85/100

dollars ($ 286,652.85 ), the approved total estimated cost of said project.

## PAYMENTS

ARTICLE V. As the work on said project progresses, the Bureau of Public Roads shall from time to time submit vouchers to the Secretary of the Treasury for the payment to

the State Treasurer
(Official or depository)

hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of Oregon
(Name)

of such sums as shall not, together with previous payments, exceed the United States pro rata share as above specified, of the value, as determined by the Bureau of Public Roads after inspection and approval, of the labor and materials which have actually been put into said work in compliance with the requirements of Article III hereof.

The Commissioner reserves the right to withhold such sum as he may deem necessary to insure completion of the work in compliance with this agreement.

## MAINTENANCE OF PROJECT

ARTICLE VI. The Highway Department will maintain said project in compliance with said act of July 11, 1916, and acts amendatory thereof or supplementary thereto, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit:
(Include reference to statute authorizing funds and probable amount annually available)

Chapter 529, Laws 1939.

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project.

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. 112.

In witness whereof the parties have hereunto affixed their signatures as of the day and year first above written.

OREGON STATE HIGHWAY COMMISSION
(Official title of Highway Department)

Attest
SECRETARY

By Ben R. Chandler
Chairman, State Highway Commission
(Title of officer)

By Chas H Reynolds
Member, State Highway Commission
(Title of officer)

RECOMMENDED FOR APPROVAL:

STATE HIGHWAY ENGINEER

By
Member, State Highway Commission
(Title of officer)

By
(Title of officer)

By
(Title of officer)

COMMISSIONER OF PUBLIC ROADS,

By
*Division Engineer,*
*Bureau of Public Roads.*

U. S. GOVERNMENT PRINTING OFFICE 16—11270-8

A4.62

RECEIVED SEP 24 1956 OREGON DISTRICT

August 27, 1956

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

We are enclosing four copies of estimate as a basis for project agreement for the Josephine Co. Line-Rogue River Road Section, Project No. ER-16(1).

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

RMC:ia

Encl.

Oregon State Highway Department

Federal Aid Project
No. ER-18(1)

## JOSEPHINE COUNTY LINE-ROGUE RIVER ROAD SECTION

## OF THE PACIFIC HIGHWAY IN JACKSON COUNTY

(Estimate as a basis for project agreement. Based on low bid prices.)

Salem, Oregon, August 22, 1956

Type Code 6201
Roadway (Sta. 318+50 thru Eq. 345+28.39=1075+37.8 to Sta. 990+50)
(Contract No. 4776)

| | | | |
|---|---|---|---|
| All Required | Clearing and Grubbing | | $ 4,500.00 |
| 380 cu. yds. | Drainage Excavation, Unclassified | $ 3.00 | 1,140.00 |
| 70,000 cu.yds. | Special Borrow Excavation, Unclassified | 0.50 | 35,000.00 |
| 1,100 cu. yds. | General Excavation, Unclassified | 0.50 | 550.00 |
| 472,000 yd. mi. | Truck Haul | 0.15 | 70,800.00 |
| 2.11 miles | Finishing Roadbed and Slopes | 600.00 | 1,266.00 |
| 1,400 lin. ft. | 12-inch Concrete Pipe | 2.50 | 3,500.00 |
| 400 lin. ft. | 18-inch Concrete Pipe | 4.00 | 1,600.00 |
| 180 lin. ft. | Extra for Pipe Under Pavement | 4.00 | 720.00 |
| 1,200 lin. ft. | 8-inch Perforated Metal Drain Pipe | 3.25 | 3,900.00 |
| 90 cu. yds. | Special Backfill in Drains | 4.00 | 360.00 |
| 2 only | Special Concrete Catch Basins | 75.00 | 150.00 |
| 30 cu. yds. | Class "A" Concrete in Box Culverts | 65.00 | 1,950.00 |
| 4,000 lbs. | Metal Reinforcement | 0.14 | 560.00 |
| 260 lin. ft. | Metal Guard Rail | 3.00 | 780.00 |
| 40 only | Metal Sight Posts | 3.00 | 120.00 |
| 15,700 cu. yds. | Coarse Crushed Material in Base | 2.80 | 43,960.00 |
| 4,100 cu. yds. | 3/4" - 0 Material in Base | 2.90 | 11,890.00 |
| 500 M-gal. | Sprinkling | 2.50 | 1,250.00 |
| 1.75 miles | Preparation of Base | 200.00 | 350.00 |
| 250 cu. yds. | 3/4" - 0 Material in Binder Course | 3.75 | 937.50 |
| 40 tons | RC-3 Asphalt | 50.00 | 2,000.00 |
| 36 tons | RS-2 Asphalt | 55.00 | 1,980.00 |
| 7,200 tons | Asphaltic Concrete Mixture | 5.15 | 37,080.00 |
| 430 tons | 85-100 Asphalt in Mixture | 36.00 | 15,480.00 |
| 60 only | Extra for Asphaltic Concrete Approaches | 30.00 | 1,800.00 |
| 130 cu. yds. | Aggregate in Pavement Seal | 4.00 | 520.00 |
| 490 cu. yds. | Furnishing and Placing Aggregates | 4.00 | 1,960.00 |
| 40 tons | 150-200 Asphalt in Shoulder Oiling | 50.00 | 2,000.00 |
| 12 tons | RS-1 Asphalt in Shoulder Oiling | 60.00 | 720.00 |
| | | | $248,823.50 |
| All Required | Flagging (57½% of Contractors Cost) | | 2,000.00 |
| | Subtotal | | $250,823.50 |
| | 10% Engr. & Cont | | 25,082.35 |
| | | | $275,905.85 |

Type Code X028
Savanna Creek Bridge (Sta. 34+56.5 to Sta. 34+83.5)(Contract No. A776)

| | | | |
|---|---|---|---|
| 80 cu. yds. | Drainage Excavation, Unclassified | $ 3.00 | $ 240.00 |
| 110 cu. yds. | Class "A" Concrete in Box Culvert | 65.00 | 7,150.00 |
| 17,000 lbs. | Metal Reinforcement | 0.14 | 2,380.00 |
| | Subtotal | | $ 9,770.00 |
| | 10% Engr. & Cont. | | 977.00 |
| | Total | | $ 10,747.00 |

| | |
|---|---|
| Length of Roadway | 2.110 miles |
| Length of Structure | 0.005 mile |
| Total Length | 2.115 miles |
| Cost of Roadway per mile | $130,761.06 |

SUMMARY OF FUNDS

| Description | Total Cost | Federal Funds | State Funds |
|---|---|---|---|
| Roadway | $275,905.85 | $134,751.00 | $141,154.85 |
| Structure | 10,747.00 | 5,249.00 | 5,498.00 |
| | $286,652.85 | $140,000.00 | $146,652.85 |

State Funds for Cont: Chap. 175, laws 1917; Chap. 31, laws 1920; Chap. 529, laws 1939.
State Funds for Maint: Chap. 529, laws 1939.

Oregon State Highway Department

Federal Aid Project
No. ER-18(1)

## JOSEPHINE COUNTY LINE-ROGUE RIVER ROAD SECTION

## OF THE PACIFIC HIGHWAY IN JACKSON COUNTY

(Estimate to accompany plans and specifications. Not as a basis for project agreement.)

Salem, Oregon, June 21, 1956

**Type Code 6201**
**Roadway** (Sta. 318+50 thru Equa. 345+28.39=1075+37.8 to Sta. 990+50)

| | | | | | |
|---|---|---|---|---|---|
| | All Required | Clearing and Grubbing | | $ 3,000.00 | |
| | 380 cu. yds. | Drainage Excavation, Unclassified | $ 2.50 | 950.00 | |
| | 70,000 cu. yds. | Special Borrow Excavation, Unclassified | 0.40 | 28,000.00 | |
| | 1,100 cu. yds. | General Excavation, Unclassified | 0.65 | 715.00 | |
| | 472,000 yd. mi. | Truck Haul | 0.15 | 70,800.00 | |
| 2.11 | 2.10 miles | Finishing Roadbed and Slopes | 1,000.00 | 2,100.00 | 2110.00 |
| | 1,400 lin. ft. | 12-inch Concrete Pipe | 2.00 | 2,800.00 | |
| | 400 lin. ft. | 18-inch Concrete Pipe | 3.50 | 1,400.00 | |
| | 180 lin. ft. | Extra for Pipe Under Pavement | 3.00 | 540.00 | |
| | 1,200 lin. ft. | 8-inch Perforated Metal Drain Pipe | 2.50 | 3,000.00 | |
| | 90 cu. yds. | Special Backfill in Drains | 5.00 | 450.00 | |
| | 2 only | Special Concrete Catch Basins | 75.00 | 150.00 | |
| | 30 cu. yds. | Class "A" Concrete in Box Culverts | 60.00 | 1,800.00 | |
| | 4,000 lbs. | Metal Reinforcement | 0.15 | 600.00 | |
| | 260 lin. ft. | Metal Guard Rail | 2.40 | 624.00 | |
| | 40 only | Metal Sight Posts | 2.50 | 100.00 | |
| | 15,700 cu. yds. | Coarse Crushed Material in Base | 2.40 | 37,680.00 | |
| | 4,100 cu. yds. | 3/4" - 0 Material in Base | 2.65 | 10,865.00 | |
| | 500 M-gal. | Sprinkling | 2.50 | 1,250.00 | |
| | 1.75 miles | Preparation of Base | 250.00 | 437.50 | |
| | 250 cu. yds. | 3/4" - 0 Material in Binder Course | 4.00 | 1,000.00 | |
| | 40 tons | RC-3 Asphalt | 50.00 | 2,000.00 | |
| | 36 tons | RS-2 Asphalt | 50.00 | 1,800.00 | |
| | 7,200 tons | Asphaltic Concrete Mixture | 5.50 | 39,600.00 | |
| | 430 tons | 85-100 Asphalt in Mixture | 34.00 | 14,620.00 | |
| | 60 only | Extra for Asphaltic Concrete Approaches | 25.00 | 1,500.00 | |
| | 130 cu. yds. | Aggregate in Pavement Seal | 5.00 | 650.00 | |
| | 490 cu. yds. | Furnishing and Placing Aggregates | 4.50 | 2,205.00 | |
| | 40 tons | 150-200 Asphalt in Shoulder Oiling | 47.50 | 1,900.00 | |
| | 12 tons | RS-1 Asphalt in Shoulder Oiling | 50.00 | 600.00 | |
| | | | | $233,136.50 | |
| | All Required | Flagging (57½% of Contractors Cost | | 2,000.00 | |
| | | Subtotal | | $235,136.50 | |
| | | 10% Engr. & Cont. | | 23,513.65 | |
| | | | | $258,650.15 | |

**Type Code X028**
**Savage Creek Bridge** (Sta. 344+56.5 to Sta. 344+83.5)

| | | | | |
|---|---|---|---|---|
| 80 cu. yds. | Drainage Excavation, Unclassified | $ 2.50 | $ 200.00 | |
| 110 cu. yds. | Class "A" Concrete in Box Culvert | 60.00 | 6,660.00 | 6600.00 |
| 17,000 lbs. | Metal Reinforcement | 0.15 | 2,550.00 | |
| | Subtotal | | $ 9,410.00 | 9350.00 |
| | 10% Engr. & Cont | | 941.00 | 935.00 |
| | | | $ 10,351.00 | 10,285.00 |

Oregon State Highway Department

Federal Aid
Project No. ER-18(1)

# JOSEPHINE COUNTY LINE-ROGUE RIVER ROAD SECTION OF THE PACIFIC HIGHWAY IN JACKSON COUNTY

(Estimate to accompany plans and specifications. Not as a basis for project agreement.)

Salem, Oregon, June 21, 1956

Type Code 6201
Roadway (Sta. 318+50 Thru Equa. 345+28.39=1075+37.8 to Sta. 990+50)

| | | | |
|---|---|---|---|
| All Required | Clearing and Grubbing | | $ 3,000.00 |
| 380 cu. yds. | Drainage Excavation, Unclassified | $ 2.50 | 950.00 |
| 70,000 cu. yds. | Special Borrow Excavation, Unclassified | 0.40 | 28,000.00 |
| 1,100 cu. yds. | General Excavation, Unclassified | 0.65 | 715.00 |
| 472,000 yd. mi. | Truck Haul | 0.15 | 70,800.00 |
| 2.11 miles | Finishing Roadbed and Slopes | 1,000.00 | 2,110.00 |
| 1,400 lin. ft. | 12 Inch Concrete Pipe | 2.00 | 2,800.00 |
| 400 lin. ft. | 18 Inch Concrete Pipe | 3.50 | 1,400.00 |
| 180 lin. ft. | Extra for Pipe Under Pavement | 3.00 | 540.00 |
| 1,200 lin. ft. | 8 Inch Perforated Metal Drain Pipe | 2.50 | 3,000.00 |
| 90 cu. yds. | Special Backfill in Drains | 5.00 | 450.00 |
| 2 only | Special Concrete Catch Basins | 75.00 | 150.00 |
| 30 cu. yds. | Class "A" Concrete in Box Culverts | 60.00 | 1,800.00 |
| 4,000 lbs. | Metal Reinforcement | 0.15 | 600.00 |
| 260 lin. ft. | Metal Guard Rail | 2.40 | 624.00 |
| 40 only | Metal Sight Posts | 2.50 | 100.00 |
| 15,700 cu. yds. | Coarse Crushed Material in Base | 2.40 | 37,680.00 |
| 4,100 cu. yds. | 3/4" - 0 Material in Base | 2.65 | 10,865.00 |
| 500 M-gal. | Sprinkling | 2.50 | 1,250.00 |
| 1.75 mile | Preparation of Base | 250.00 | 437.50 |
| 250 cu. yds. | 3/4" - 0 Material in Binder Course | 4.00 | 1,000.00 |
| 40 tons | RC-3 Asphalt | 50.00 | 2,000.00 |
| 36 tons | RS-2 Asphalt | 50.00 | 1,800.00 |
| 7,200 tons | Asphaltic Concrete Mixture | 5.50 | 39,600.00 |
| 430 tons | 85-100 Asphalt in Mixture | 34.00 | 14,620.00 |
| 60 only | Extra for Asphaltic Concrete Approaches | 25.00 | 1,500.00 |
| 130 cu. yds. | Aggregate in Pavement Seal | 5.00 | 650.00 |
| 490 cu. yds. | Furnishing and Placing Aggregates | 4.50 | 2,205.00 |
| 40 tons | 150-200 Asphalt in Shoulder Oiling | 47.50 | 1,900.00 |
| 12 tons | RS-1 Asphalt in Shoulder Oiling | 50.00 | 600.00 |
| | | | $233,146.50 |
| All Required | Flagging (57½% of Contractor's Cost) | | 2,000.00 |
| | Subtotal | | $235,146.50 |
| | 10% Engr. & Cont. | | 23,514.65 |
| | | | $258,661.15 |

Type Code X028
Savage Creek Bridge (Sta. 344+56.5 to Sta. 344+83.5)

| | | | |
|---|---|---|---|
| 80 cu.yds. | Drainage Excavation, Unclassified | $ 2.50 | $ 200.00 |
| 110 cu. yds. | Class "A" Concrete in Box Culvert | 60.00 | 6,600.00 |
| 17,000 lbs. | Metal Reinforcement | 0.15 | 2,550.00 |
| | Subtotal | | $ 9,350.00 |
| | 10% Engr. & Cont. | | 935.00 |
| | Total | | $ 10,285.00 |

| | |
|---|---|
| Length of Roadway | 2.110 Miles |
| Length of Structure | 0.005 mile |
| Total Length | 2.115 Mile |
| Cost of Roadway per Mile | $122,588.22 |

## SUMMARY OF FUNDS

| Description | Total Cost | Federal Funds | State Funds |
|---|---|---|---|
| Roadway | $258,661.15 | $129,260.00 | $129,401.15 |
| Structure | 10,285.00 | 5,140.00 | 5,145.00 |
| | $268,946.15 | $134,400.00 | $134,546.15 |

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Febru[illegible] 28, 1958

NOTED
W. C. WILLIAMS

Josephine Co. Line-Rogue River
Contract No. 4776

FINAL COST ANALYSIS
Grade and Pave
Fred H. Slate Co. Ore Ldt. and E.C. Hall Co.
J. C. McCormick, Resident Engineer

Pacific Highway
Prefix 15-1141-201 (41)

494

| Item | Quantity | Unit | Unit Cost | Unit Bid | Total Cost | Gross Revenue |
|---|---|---|---|---|---|---|
| Clearing & Grubbing | 100% | All | $3,252.29 | $4,500.00 | $ 3,252.29 | $ 4,500.00 |
| * Drainage Excavation | 748.52 | Cu. Yd. | 5.16 | 3.00 | 3,864.20 | 2,245.56 |
| Special Borrow Excav. Unclass. | 82,414.1 | " " | 0.489 | 0.50 | 40,311.14 | 41,207.10 |
| General Excav. Unclass. | 1,553.9 | " " | 0.419 | 0.50 | 651.37 | 776.95 |
| Truck Haul | 599,459.7 | Yd.Mi. | 0.128 | 0.15 | 76,997.63 | 89,918.96 |
| Finish Roadbed & Slopes | 2.11 | Mile | 624.98 | 600.00 | 1,318.71 | 1,266.00 |
| 12" Concrete Pipe | 1,749 | Lin.Ft. | 2.48 | 2.50 | 4,333.17 | 4,372.50 |
| 18" Concrete Pipe | 345 | " " | 3.84 | 4.00 | 1,326.79 | 1,380.00 |
| Extra for Pipe Under Pavement | 189 | " " | 1.74 | 4.00 | 329.20 | 756.00 |
| 8" Perf. Met. Drain Pipe Unctd. | 1,124 | " " | 2.76 | 3.25 | 3,102.77 | 3,653.00 |
| Special backfill in drains | 79 | Cu. Yd. | 3.83 | 4.00 | 302.68 | 316.00 |
| * Spec. Concrete Catch basins | 4 | Each | 75.00 | 75.00 | 300.00 | 300.00 |
| * Class "A" Concrete in Box Culvert | 142.31 | Cu. Yd. | 59.00 | 65.00 | 8,396.29 | 9,250.15 |
| * Metal Reinforcement | 19,880 | Lbs. | 0.14 | 0.14 | 2,783.20 | 2,783.20 |
| ** Metal Guard Rail | 250 | Lin.Ft. | 3.00 | 3.00 | 750.00 | 750.00 |
| ** Metal Sight Posts | 121 | Each | 3.00 | 3.00 | 363.00 | 363.00 |
| Course Material in Base | 14,338 | Cu. Yd. | 2.49 | 2.80 | 35,811.04 | 40,146.40 |
| *** 3/4"-0 Material in Base | 3,391 | " " | 2.46 | 2.90 | 8,355.82 | 9,833.90 |
| *** Sprinkling | 376.15 | M/Gal | 2.34 | 2.50 | 883.46 | 940.38 |
| *** Preparation of Base | 1.75 | Mile | 200.00 | 200.00 | 350.00 | 350.00 |
| *** 3/4"-0 Mat'l in Binder | 350 | Cu. Yd. | 3.49 | 3.75 | 1,222.35 | 1,312.00 |
| *** RC 3 Asphalt | 41.86 | Ton | 50.00 | 50.00 | 2,093.00 | 2,093.00 |
| *** RS 2 Asphalt | 2.28 | Ton | 89.22 | 55.00 | 203.42 | 125.40 |

Contract #4776

| Item | Quantity | Unit | Unit Cost | Unit Bid | Total Cost | Gross Revenue |
|---|---|---|---|---|---|---|
| *** Asph. Concrete Mixture | 6,904.45 | Ton | $ 5.05 | $ 5.15 | $ 34,867.78 | $ 35,557.97 |
| *** 85-100 Asphalt | 370.27 | Ton | 35.76 | 36.00 | 13,240.94 | 13,329.72 |
| *** Extra for Asph. Concrete Approaches | 109 | Each | 29.45 | 30.00 | 3,211.11 | 3,270.00 |
| *** Furnish & Place Aggre. | 592 | Cu.Yd. | 3.60 | 4.00 | 2,134.23 | 2,368.00 |
| PA#1 36" Corr. Metal Pipe | 60 | Lin.Ft. | 15.04 | 14.50 | 902.75 | 870.00 |
| PA#1 36" Flap Gate | 1 | Each | 171.63 | 175.00 | 171.63 | 175.00 |
| PA#1 30" Corr. Metal Pipe | 12 | Lin.Ft. | 9.21 | 9.50 | 110.52 | 114.00 |
| * PA#2 Cement Adj. in favor of contractor | 5 | Bbl | 4.15 | 4.15 | 20.75 | 20.75 |
| *** PA#4 120-150 Asph. in Shoulder Oiling | 32.35 | Tons | 48.45 | 50.00 | 1,567.32 | 1,617.50 |
| *** PA#4 RS 2 Asph. in Shoulder Oiling | 11.55 | Tons | 55.87 | 60.00 | 645.33 | 693.00 |
| *** PA#5 Haul & Place ½"-¼" Agg. in binder | 175 | Cu.Yd. | 2.00 | 2.00 | 350.00 | 350.00 |
| ***PA#5 Haul & Place ¼"-0 Aggre. in Binder | 130 | Cu. Yd. | 2.00 | 2.00 | 260.00 | 260.00 |
| * PA#6 Drainage Excav. | 18.07 | " " | 4.00 | 4.00 | 72.28 | 72.28 |
| PA#6 12" Concrete Pipe | 120 | Lin.Ft. | 2.25 | 2.25 | 270.00 | 270.00 |
| PA#6 Class "B" Asph. Conc. | 2.85 | Ton | 12.50 | 12.50 | 35.63 | 35.63 |
| PA#6 3/4-0 Material in Base | 8 | Cu.Yd. | 4.25 | 4.25 | 34.00 | 34.00 |
| PA#7 Purchase excess 1½"-0 Aggregate in S. P. | 1,575.57 | " " | 1.49 | 1.30 | 2,351.43 | 2,048.24 |
| PA#7 Purchase Excess 3/4"-0 Aggregate in S. P. | 465.64 | " " | 1.49 | 1.30 | 694.93 | 605.33 |
| PA#7 Purchase excess 1½"-3/4" Aggregate in S. P. | 48.66 | " " | 1.49 | 1.30 | 72.62 | 63.26 |
| PA#7 Purchase excess 3/4"-½" Aggregate in S. P. | 247.88 | " " | 1.49 | 1.30 | 369.36 | 322.24 |
| PA#7 Purchase excess ½"-¼" Aggregate in S. P. | 151.78 | " " | 1.49 | 1.30 | 226.52 | 197.31 |

Contract #4776

| Item | Quantity | Unit | Unit Cost | Unit Bid | Total Cost | Gross Revenue |
|---|---|---|---|---|---|---|
| PA#7 Purchase excess ¼"-#10 Aggregate in S. P. | 51.38 | Cu. Yd. | $ 1.49 | $ 1.30 | $ 76.68 | $ 66.79 |
| PA#7 Purchase excess 3/4"-¼" Aggregate in SP | 536.36 | " " | 1.49 | 1.30 | 800.48 | 697.27 |
| Force Account | | | | | 3,515.36 | 4,099.58 |
| | | | | | $ 263,303.18 | $285,777.87 |

*Work done all or in part by Ousland Construction Company.

**Work done all or in part by R & W Construction Company.

*** Work done all or in part by J. C. Compton Company.

| | Gross Revenue | Total Cost | Net Profit | Net Loss | % Profit or Loss of Gross Revenue |
|---|---|---|---|---|---|
| Fred H. Slate Co. and E. C. Hall Co. | $185,064.25 | $168,692.40 | $16,371.85 | | 8.8% |
| J. C. Compton Company | 50,222.93 | 52,879.04 | | $2,656.11 | 5.2% |
| M. C. Lininger & Sons | 50,490.69 | 41,731.74 | 8,758.95 | | 17.3% |
| | $285,777.87 | $263,303.18 | $22,474.69 | | 7.8% |

Contract #4776

Work Done by
Fred H. Slate Co., Ore. Ldt. and E. C. Hall Co.

| Item | Quantity | Unit | Unit Cost | Unit Bid | Total Cost | Gross Revenue |
|---|---|---|---|---|---|---|
| Clearing and Grubbing | 100% | All | $3,252.29 | $4,500.00 | $ 3,252.29 | $ 4,500.00 |
| *Drainage Excav. | 748.52 | Cu.Yd. | 5.16 | 3.00 | 3,864.20 | 2,245.56 |
| Special Borrow Excav.Unclass | 82,414.2 | " " | 0.489 | 0.50 | 40,311.14 | 41,207.10 |
| General Excav. Unclass | 1,553.9 | " " | 0.419 | 0.50 | 651.37 | 776.95 |
| Truck Haul | 599,459 | Yd. Mi.. | 0.128 | 0.15 | 76,997.63 | 89,918.96 |
| Finish Roadbed and Slopes | 2.11 | Mile | 624.98 | 600.00 | 1,318.71 | 1,266.00 |
| 12" Concrete Pipe | 1,749 | Lin.Ft. | 2.48 | 2.50 | 4,333.17 | 4,372.50 |
| 18" Concrete Pipe | 345 | " " | 3.84 | 4.00 | 1,326.79 | 1,380.00 |
| Extra for Pipe Under Pavement | 189 | Lin.Ft. | 1.74 | 4.00 | 329.20 | 756.00 |
| 8" Perf. Met. Drain Pipe Unctd. | 1124 | " " | 2.76 | 3.25 | 3,102.77 | 3,653.00 |
| Special backfill in drains | 79 | Cu. Yd. | 3.83 | 4.00 | 302.68 | 316.00 |
| *Special Concrete Catch Basins | 4 | Each | 75.00 | 75.00 | 300.00 | 300.00 |
| *Class "A" Concrete in Box Culvert | 142.31 | Cu.Yd. | 59.00 | 65.00 | 8,396.29 | 9,250.15 |
| *Metal Reinforcement in Box Culvert | 19,880 | Lbs. | 0.14 | 0.14 | 2,783.20 | 2,783.20 |
| ** Metal Guard Rail | 250 | Lin.Ft. | 3.00 | 3.00 | 750.00 | 750.00 |
| ** Metal Sight Post | 121 | Each | 3.00 | 3.00 | 363.00 | 363.00 |
| Course Crushed Mat'l in Base | 14,338 | Cu.Yd. | 1.00 | 1.05 | 14,412.58 | 15,054.90 |
| ***3/4-0 Mat'l in Base | 1,442 | " " | 0.75 | 0.75 | 1,081.50 | 1,081.50 |
| Sprinkling | 152 | M/Gals | 2.22 | 2.50 | 337.75 | 380.00 |
| PA#1 36" Corr. Metal Pipe Coated | 60 | Lin.Ft. | 15.04 | 14.50 | 902.75 | 870.00 |
| PA#1 36" Flap Gate | 1 | Each | 171.63 | 175.00 | 171.63 | 175.00 |
| PA#1 30" Corr. Metal Pipe | 12 | Lin.Ft. | 9.21 | 9.50 | 110.52 | 114.00 |
| * PA#2 Concrete Adj. in favor of contractor | 5 | Bbl | 4.15 | 4.15 | 20.75 | 20.75 |

Contract #4776

| Item | Quantity | Unit | Unit Cost | Unit Bid | Total Cost | Gross Revenue |
|---|---|---|---|---|---|---|
| ****PA#6 Drainage Excav. | 18.07 | Cu.Yd. | $ 4.00 | $ 4.00 | $ 72.28 | $ 72.28 |
| ****PA#6 12" Concrete Pipe | 120 | Lin.Ft. | 2.25 | 2.25 | 270.00 | 270.00 |
| ****PA#6 Class "B" Asph. Concrete | 2.85 | Ton | 12.50 | 12.50 | 35.63 | 35.63 |
| ****PA#6 3/4-0 Mat'l in Base | 8 | Cu. Yd. | 4.25 | 4.25 | 34.00 | 34.00 |
| Force Account | | | | | 2,860.57 | 3,346.57 |
| | | | | | $168,692.40 | $185,293.05 |
| Paid Sub-contractor over estimate on Items 21 & 28 | | | | | | 228.80 |
| | | | | | | $185,064.25 |

* Work done all or in part by Ousland Construction Company.

** Work done all or in part by R & W Construction Company.

*** Work done all or in part by Spencer.

**** Work done all or in part by Medford Septic Tank Company.

Contract #4776

## Detail of Costs

Fred H. Slate Co. Ore. Ldt. and E. C. Hall Co.

### LABOR:

| | | | |
|---|---|---|---|
| Labor | | $24,451.51 | |
| Labor Insurance | | 1,488.06 | |
| Health and Welfare | | 656.59 | $26,596.16 |

### MATERIALS:

| | | | |
|---|---|---|---|
| 12" Concrete Pipe | 1,869 Lin.Ft. at 0.90 | 1,682.10 | |
| 18" Concrete Pipe | 345 " " at 2.10 | 724.50 | |
| 8" Perf. Met. Pipe Unctd. | 1,124 Ft. at 1.09 | 1,125.16 | |
| 8" Metal Bands | 54 at 1.29 | 69.66 | |
| Backfill Material | 79 Cu. Yd. at 1.75 | 138.25 | |
| Cement | 5 Sacks at 1.50 | 7.50 | |
| Catch Basin grates | 4 at 32.00 | 128.00 | |
| 36" Corr. Metal Pipe Coated | 60 Lin.Ft. at 10.03 | 601.80 | |
| 36" Bands | 2 at 10.03 | 20.06 | |
| 36" Glap gate | 1 at 134.78 | 134.78 | |
| 30" Corr. Metal Pipe | 12 Lin. Ft.at 6.21 | 74.52 | |
| Bands | 2 at 6.21 | 12.42 | 4,718.75 |

### EQUIPMENT RENTALS & MISCELLANEOUS EXPENSES:

| | | |
|---|---|---|
| Equipment Rental (Own) | 20,520.30 | |
| Equipment Rental (Hired unoperated) | 403.58 | |
| Equipment Rental (Hired fully operated) | 86,826.71 | |
| Gas, Oil and Grease | 2,750.30 | |
| Freight | 5,238.74 | |
| Bond | 1,119.76 | |
| Drill Steel | 141.40 | |
| Powder and Caps | 233.95 | |
| Field Office | 1,135.76 | |
| General insurance | 493.86 | |
| Ph and PD Ins. | 305.64 | |
| Home office and General overhead | 3,142.18 | 122,312.18 |

### WORK HIRED DONE:

| | | |
|---|---|---|
| R & W Construction Co. | 1,113.00 | |
| Medford Septic Tank Co. | 303.91 | |
| M.C. Lininger & Sons | 50,490.69 | 51,907.60 |

### SUB-CONTRACTORS:

| | | | |
|---|---|---|---|
| Ousland Construction Company | 13,648.40 | | |
| J. C. Compton Company | 50,222.92 | 63,871.32 | |
| | | | $269,406.01 |

Contract #4776

Work Done By

J. C. Compton Co.

| Item | Quantity | Unit | Unit Cost | Unit Bid | Total Cost | Gross Revenue |
|---|---|---|---|---|---|---|
| 3/4-0 Material in Base | 1,949 | Cu.Yd. | $ 1.13 | $ 0.75 | $ 2,213.49 | $ 1,461.75 |
| Sprinkling | 224.15 | M/Gals | 2.43 | 2.50 | 545.71 | 560.38 |
| *Preparation of Base | 1.75 | Mile | 200.00 | 200.00 | 350.00 | 350.00 |
| *3/4-0 Mat'l in Binder | 350 | Cu.Yd. | 2.00 | 2.00 | 700.00 | 700.00 |
| *RC 3 Asphalt | 41.86 | Ton | 50.00 | 50.00 | 2,093.00 | 2,093.00 |
| RS 2 Asphalt | 2.28 | Ton | 89.22 | 55.00 | 203.42 | 125.40 |
| Asph. Concrete Mixture | 6,904.46 | Ton | 3.706 | 3.40 | 25,593.22 | 23,475.17 |
| 85-100 Asphalt in Mixture | 370.27 | Ton | 35.76 | 36.00 | 13,240.94 | 13,329.72 |
| Extra for Asph. Approach | 109 | Each | 29.45 | 30.00 | 3,211.11 | 3,270.00 |
| Furnish & Place Agg. | 594 | Cu.Yd. | 2.11 | 2.00 | 1,250.71 | 1,184.00 |
| PA#4 120-150 Asph. in Shoulder Oiling | 32.35 | Ton | 48.45 | 50.00 | 1,567.32 | 1,617.50 |
| PA#4 RS-2 Asph. in Shoulder Oiling | 11.55 | Ton | 55.87 | 60.00 | 645.33 | 693.00 |
| *PA#5 Haul and Place ½-¼ Agg in Binder | 175 | Cu.Yd. | 2.00 | 2.00 | 350.00 | 350.00 |
| *PA#5 Haul and Place ¼"-0 Agg in Binder | 130 | Cu.Yd. | 2.00 | 2.00 | 260.00 | 260.00 |
| Force Account | | | | | 654.79 | 753.01 |
| | | | | | $52,879.04 | $50,222.92 |

Hired work done all or in part by Hughes and Dodd.

# Detail of Costs
J. C. Compton Co.

Contract #4776

LABOR:

| | | |
|---|---|---|
| Labor | $16,437.04 | |
| Labor Insurance | 1,468.07 | |
| Health and Welfare | 504.37 | $18,409.48 |

MATERIALS:

| | | | | | | |
|---|---|---|---|---|---|---|
| 85-100 Asphalt | 160.79 | Tons at | 25.60 | 4,116.22 | |
| 85-100 Asphalt | 209.48 | Tons at | 24.10 | 5,048.47 | |
| Freight on | 370.27 | Tons at | 9.50 | 3,517.66 | |
| RS 2 Asphalt | 2.28 | Tons at | 52.79 | 120.36 | |
| 120-150 Asphalt | 32.35 | Tons at | 25.80 | 834.63 | |
| Freight on 120-150 | 32.35 | Tons at | 9.50 | 307.33 | |
| RS 2 Asphalt | 11.55 | Tons at | 28.20 | 325.71 | |
| Freight on | 11.55 | Tons at | 9.50 | 109.73 | |
| Demurrage on | 11.55 | Tons | | 39.90 | |
| RC-3 Asphalt | 41.86 | Tons at | 26.55 | 1,111.38 | |
| Freight on | 41.86 | Tons at | 10.50 | 439.53 | |
| Heat Oil | 271.10 | Bbls at | 3.85 | 1,043.74 | |
| Freight | 271.10 | Bbls at | 1.0416 | 282.38 | |
| Induco | 109 | Gals at | 3.80 | 410.40 | |
| Induco Barrels | 2 | Each at | 6.00 | 12.00 | 17,719.44 |

EQUIPMENT RENTALS AND MISCELLANEOUS EXPENSE:

| | | |
|---|---|---|
| Equipment Rental (Own) | 6,614.05 | |
| Equipment Rental (Hired) | 1,428.37 | |
| Gas, Oil and Grease | 2,793.44 | |
| Dust Damage | 250.00 | |
| Test Scales | 188.56 | |
| P. U. C. | 582.57 | |
| Freight | 35.26 | |
| Trip permits | 50.00 | |
| Bond | 301.34 | |
| Office Rent (Field) | 108.00 | |
| Miscellaneous Expense | 223.12 | |
| Home office and General overhead | 947.07 | 12,521.78 |
| Paid Hughes and Dodd for work done | | 3,228.34 |
| | | $52,879.04 |

Contract #4776

## BREAK DOWN OF PAVING COSTS

| | Quantity | Unit | Total Cost | Unit Cost |
|---|---|---|---|---|
| Move in and set up | 6,904.46 | Ton | $ 2,105.48 | $ 0.303 |
| Feed Plant | 6,904.46 | Ton | 928.67 | 0.134 |
| Mixing | 6,904.46 | Ton | 9,051.11 | 1.311 |
| Aggregate | 6,904.46 | Ton | 9,274.56 | 1.343 |
| Haul to Street | 6,904.46 | Ton | 7,688.01 | 1.113 |
| Street Work | 6,904.46 | Ton | 5,154.21 | 0.746 |
| Flagging | 6,904.46 | Ton | 665.74 | 0.096 |
| Total | 6,904.46 | Ton | 34,867.78 | 5.05 |
| Asphalt in Mixture | 370.27 | Ton | 13,240.94 | 35.76 |

Total Operating Time = 74 Hrs.
Total down Time = 4 Hrs.
Total Operating Time = 70 Hrs.

Average tons produced per hour = 986 Tons.

Work Done By
M. C. Lininger

Contract #4776

| Item | Quantity | Unit | Unit Cost | Unit Bid | Total Cost | Gross Revenue |
|---|---|---|---|---|---|---|
| Course Crushed Material in Base | 14,338 | Cu.Yd. | $1.49 | $1.75 | $21,398.46 | $25,091.50 |
| 3/4"-0 Material in Base | 3,391 | " " | 1.49 | 2.15 | 5,060.83 | 7,290.65 |
| 3/4-0 Material in Binder | 350 | " " | 1.49 | 2.15 | 522.35 | 752.50 |
| Class "B" Asph.Conc. Agg. | 6904.46 | Ton | 1.343 | 1.75 | 9,274.56 | 12,082.80 |
| Furnish Asph.Conc. Aggregate | 592 | Cu.Yd. | 1.49 | 2.15 | 883.52 | 1,272.80 |
| PA#7 Purchase excess 1½"-0 | 1575.57 | " " | 1.49 | 1.30 | 2,351.43 | 2,048.24 |
| PA#7 Purchase Excess 3/4"-0 | 465.64 | " " | 1.49 | 1.30 | 694.93 | 605.33 |
| PA#7 Purchase Excess 1¼"-3/4" | 48.66 | " " | 1.49 | 1.30 | 72.62 | 63.26 |
| PA#7 Purchase Excess 3/4"-½" | 247.88 | " " | 1.49 | 1.30 | 369.36 | 322.24 |
| PA#7 Purchase Excess ½"-¼" | 151.78 | " " | 1.49 | 1.30 | 226.52 | 197.31 |
| PA#7 Purchase Excess ¼"-#10 | 51.38 | " " | 1.49 | 1.30 | 76.68 | 66.79 |
| PA#7 Purchase Excess 3/4"-¼" | 536.36 | " " | 1.49 | 1.30 | 800.48 | 697.27 |
| | | | | | $41,731.74 | $50,490.69 |

Contract #4776

## Detail of Costs
## M. C. Lininger and Sons

LABOR:

| | | | |
|---|---|---|---|
| Labor | $14,135.20 | | |
| Labor Insurance | 1,017.73 | | |
| Health and Welfare | 46.40 | $15,199.33 | |

EQUIPMENT RENTALS AND MISCELLANEOUS EXPENSES:

| | | | |
|---|---|---|---|
| Equipment Rental (Own) | 19,230.28 | | |
| Gas, Oil and Grease | 3,491.15 | | |
| Ph & PD Insurance | 192.94 | | |
| Small Tools | 666.33 | | |
| Bond | 256.16 | | |
| Freight | 1,100.00 | | |
| Home office and General overhead | 1,595.55 | 26,532.41 | |
| | | | $41,731.74 |

Contract #4776

## Break down of Crushing Costs

| | Quantity | Unit | Total Cost | Unit Cost |
|---|---|---|---|---|
| Move in and Set up | 27,962.27 | Cu.Yd. | $ 5,269.25 | $0.188 |
| Pit Load | 27,962.27 | " " | 6,369.85 | 0.228 |
| Haul to Crusher | 27,962.27 | " " | 5,893.47 | 0.210 |
| Crushing | 27,962.27 | " " | 19,469.58 | 0.696 |
| S. P. at Plant | 27,962.27 | " " | 4,729.57 | 0.169 |
| | 27,962.27 | " " | $41,731.74 | $1.491 |

Total crushing time = 464 hrs.

Average crush per hour = 60.26 Cu. Yd. Per Hr.

REMARKS

Contract #4776

This was a "Federal Aid Primary Emergency Relief Project" located on the Pacific Highway in Jackson County. The westerly end of the project was approximately 0.09 mile easterly of the Josephine-Jackson County line. The easterly end of the project was approximately 1.34 miles westerly of the junction of the Pacific Highway with the county road leading into the City of Rogue River.

The work to be done under this contract consisted of the construction of 1.75 miles of highway roadbed; the extension of two (2) reinforced concrete box culverts; the construction of 1.75 miles of stone base and shoulders; the construction of 2.11 miles of asphaltic concrete pavement and the performance of such additional and incidental work as called for by the specifications and plans.

The project was bid on July 12, 1956 and was awarded to Fred H. Slate Co. Ore. Ldt. and E. C. Hall Co. on July 25, 1956. The contractor began work on August 30, 1956 and completed the project on October 3, 1957. The post final was dated December 11, 1957.

The sub-contractor on the concrete work started work on the extension of the box culvert at Savage Creek on August 30, 1956. He worked only two days and then moved his crew from the project. On September 30, 1956, he returned to the project and again began work again using 3 men and a 3/4 backhoe. He completed the work during the week ending November 23, 1956.

On September 30, 1956, the principal contractor began clearing, using 2 men and a D8 cat with bulldozer. This work being very light was completed on November 2, 1956.

While finishing the clearing, the contractor did the grading using a D8 dozer and a #12 blade, and installed the drainage pipe, using a 3/4 cubic yard backhoe when necessary and a crew of 3 men..

On October 30, 1956, he began hauling special borrow material to the project using a 2½ cubic yard shovel to load, a D8 cat and dozer pushing material to the shovel, from 12 to 18 hired trucks, fully operated, to haul the material, a D8 can with bulldozer to spread and a #12 cat blade to maintain the road. This phase of work was completed during the week ending February 9, 1957.

As the contractor's own crushing plant was not available at this time, he hired M. C. Lininger and Sons to do the crushing. The hired 3-crusher plant was set up in the Foots Creek dredge dump located adjacent to the Foots Creek County Road approximately 1.85 miles southerly from its junction with the Pacific Highway. The crushing began on November 5, 1956. All the material crushed being stockpiled in the vicinity of the crushing plant.. All the crushing was completed February 4, 1957.

During the week ending December 29, 1956, the contractor began placing the 1½"-0 crushed base material on the roadbed using a 3/4 cubic yard shovel to load, 6 to 14 hired trucks to haul, a 3-leg roller and a #12 blade processing the aggregate. This material was all in place on February 13, 1957.

The contractor hired the hauling and placing of the 3/4"-0 base material of which some 1,442 cubic yards were place by Spence on February 14 and 15 , 1957. This material was processed during the following week by the hauler.

On February 26, 1957, the project was turned over to the State Maintenance Department by the principal contractor.

On May 20, 1957, the sub-contractor on paving moved in and began placing the balance of the 3/4"-0 base material and preparing the base for the placing of the binder course. The binder course was completed on May 27, 1957.

On June 3, 1957, J. C. Compton Co., sub-contractor on paving, began moving in and setting up his plant. He completed the set up on July 5, 1957 and began paving on July 7, 1957. For this work the sub-contractor used a D7 dozer to feed the plant, a continuous mix type; a variable number of trucks to haul, a Barber Green paver, a 2-wheel tandum roller and a 3-wheel tandum roller. He completed the paving on July 18, 1957.

On July 25, 1957, the sub-contractor began placing the 3/4"-0 material on the shoulders in preparation of oiling them. He began the oiling on August 8, 1957 and completed this work on August 12, 1957.

The guard rail was placed during the next week which completed the work on the project except the work to be done later under a price agreement.

This work was started on October 1, 1957 and completed on October 3, 1957. This completed all the work on the project.

The principal contractor and the hired crushing contractor by having good equipment, supervision and getting good production made a fair profit.

The sub-contractor on paving, although he had good equipment and good production and supervision, had high hauling and mixing costs which resulted in a small loss.

N. W. Juve
Chief Cost Analyst

By
F. W. Suchet

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File

OREGON STATE HIGHWAY DEPARTMENT
(date)
January 6, 1958

(CONTRACT NO.) FR-18(1)

(EST. NO.)

(CONTRACT0R)

4776
(VOUCHER NO.)

Est. 13A P.F.
(WARRANT NO.)

Fred H. Slate Co., Ore. Ltd. & E.C.Hall Co.
(AMOUNT)
(DATE)

30231

H200868

$320.00

1-6-58

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

Gertrude Chapweske
ACCOUNTING DIVISION

---

Specified completion Date: 150 workdays from 8-1-56

Time Extensions: 5 additional days without assessment of Liq. Dam.

Completion Date: Oct. 3, 1957

Date Accepted: Oct. 31, 1957

Penalties: None of record

Claims: None of record

Remarks:

---

Date: 1-7-58

To the Accounting Division:

Release of the above warrant is hereby authorized

HBGlaisyer
H. B. Glaisyer
Secretary

Warrant Mailed: JAN 7 1958
GRW.

NOTED ON CARD

FOR FILING

*files*

OREGON STATE HIGHWAY DEPARTMENT
(date)
December 18, 1957

| | | |
|---|---|---|
| [illegible] | | |
| (CONTRACT NO.) | (EST. NO.) | (CONTRACTOR) |
| 4776 | 13 Final | Fred H. Slate Co., Ore. Ltd. & E. C.Hall, Co. |
| (VOUCHER NO.) | (WARRANT NO.) | (AMOUNT) (DATE) |
| 28991 | H199646 | $ 8,563.74 12-17-57 |

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

Gertrude Chapweske
ACCOUNTING DIVISION

---

Specified completion Date: 150 workdays from 8-1-56

Time Extensions: 5 additional days without assessment of liquidated damages.

Completion Date: Oct. 3, 1957

Date Accepted: Oct. 31, 1957

Penalties: None of record

Claims: None of record

Remarks:

---

Date: Dec. 19, 1957

To the Accounting Division:

Release of the above warrant is hereby authorized

H. B. Glaisyer
H. B. Glaisyer
Secretary

Warrant Mailed: DEC 23 1957
GRW.

NOTED ON CARD
*[illegible]*

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DEC 18 1957
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4776

December 17, 1957

Maryland Casualty Co.
Hansen & Rowland, Inc.
1300 Puget Sound Bank Bldg.
Tacoma, Washington

Gentlemen:

State Highway Contract No. 4776 for work performed on the Josephine County Line-Rogue River Road Section of the Pacific Highway in Jackson County was completed by the contractor, Fred H. Slate Co., Oreg. Ltd., and E. C. Hall Co., on October 3, 1957, and was formally accepted by the Highway Commission on October 31, 1957.

Post-final payment in the amount of $320.00 will be released to the contractor on or after December 27, 1957. The total contract amount is $285,777.87, of which amount $4,099.58 represents force account items.

The State is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the State assumes no responsibility for such claims should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished to the contractor on this project.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

rn

cc - Maryland Casualty Co.
Baltimore 3,
Maryland

NOTED ON CARD

12-17-57
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4776

December 17, 1957

Great American Indemnity Company
Wells-Reed Insurance
412 Failing Bldg.
Portland 4, Oregon

Gentlemen:

State Highway Contract No. 4776 for work performed on the Josephine County Line-Rogue River Road Section of the Pacific Highway in Jackson County was completed by the contractor, Fred H. Slate Co., Oreg. Ltd., and E. C. Hall Co., on October 3, 1957, and was formally accepted by the Highway Commission on October 31, 1957.

Post-final payment in the amount of $320.00 will be released to the contractor on or after December 27, 1957. The total contract amount is $285,777.87, of which amount $4,099.58 represents force account items.

The State is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the State assumes no responsibility for such claims should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished to the contractor on this project.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

rm

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12-17-57
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4776

Dec. 11, 1957

CERTIFIED MAIL

Maryland Casualty Co.
Hansen & Rowland, Inc.
1300 Puget Sound Bank Bldg.
Tacoma, Wash.

Gentlemen:

State Highway Contract No. 4776 for grading and paving on the Josephine County Line-Rogue River Road Section of the Pacific Highway in Jackson County was completed by the contractor, Fred H. Slate Co., Oreg. Ltd., and E. C. Hall Co., on Oct. 3, 1957, and was formally accepted by the Highway Commission on Oct. 31, 1957.

Final payment in the amount of $8,563.74 will be released to the contractor on or after Dec. 21, 1957. The total contract amount is $285,457.87, of which amount $4,099.58 represents force account items.

The State is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the State assumes no responsibility for such claims should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

em

cc: Maryland Casualty Co.
Baltimore 3
Maryland

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emw

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DEC 12 1957
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4776

Dec. 11, 1957

**CERTIFIED MAIL**

Great American Indemnity Co.
Wells-Reed Insurance
412 Failing Bldg.
Portland 4, Oregon

Gentlemen:

State Highway Contract No. 4776 for grading and paving on the Josephine County Line-Rogue River Road Section of the Pacific Highway in Jackson County was completed by the contractor, Fred H. Slate Co., Oreg. Ltd., and E. C. Hall Co., on Oct. 3, 1957, and was formally accepted by the Highway Commission on Oct. 31, 1957.

Final payment in the amount of $8,563.74 will be released to the contractor on or after Dec. 21, 1957. The total contract amount is $285,457.87, of which amount $4,099.58 represents force account items.

The State is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the State assumes no responsibility for such claims should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

em

NOTED ON CARD

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FOR FILING

Nov. 4, 1957

Fred H. Slate Co., Oreg. Ltd.
and E. C. Hall Co.
12012 S. W. Barbur Blvd.
Portland 19, Oregon

Gentlemen:

The State Highway Commission at its meeting held on October 31, 1957, had under discussion your request for an increase in the number of workdays from 150 days to 180 days within which to complete Contract No. 4776, for grading and paving on the Josephine County Line-Rogue River Road Section of the Pacific Highway in Jackson County.

The Engineer reported that all work under the contract was completed by August 16, an overrun of 2 workdays. However, subsequently it developed that culvert pipes were required under five driveways, which work was accomplished in 3 days' time. In view of the extra work involved, the Engineer recommended that 5 extra days' time be granted without assessment of liquidated damages.

You will be pleased to know that the Commission adopted the recommendation.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

HBG:em

cc: Tom Edwards
F. D. Morgan
W. D. Hicks

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Nov. 1, 1957

**CERTIFIED MAIL**

Great American Indemnity Co.
Wells-Reed Insurance
412 Failing Bldg.
Portland 4, Oregon

Gentlemen:

The State Highway Commission is prepared to release semi-final payment to Fred H. Slate Co., Oreg. Ltd., and E. C. Hall Co., in connection with Contract No. 4776, for grading and paving on the Josephine County Line-Rogue River Road Section of the Pacific Highway in Jackson County. This payment, in the amount of $14,667.27, will be released to the contractor on or after Nov. 11, 1957. The retained percentage is $8,563.74.

The State is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the State assumes no responsibility for such claims should there be any.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

NOTED ON CARD

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NOV 4 1957
FOR FILING
[illegible]
776

Nov. 1, 1957

**CERTIFIED MAIL**

Maryland Casualty Co.
Hansen & Rowland, Inc.
Puget Sound Bank Bldg.
Tacoma, Washington

Gentlemen:

The State Highway Commission is prepared to release semi-final payment to Fred H. Slate Co., Oreg. Ltd., and E. C. Hall Co., in connection with Contract No. 4776, for grading and paving on the Josephine County Line-Rogue River Road Section of the Pacific Highway in Jackson County. This payment, in the amount of $14,667.27, will be released to the contractor on or after Nov. 11, 1957. The retained percentage is $8,563.74.

The State is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the State assumes no responsibility for such claims should there be any.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

em
cc: Maryland Casualty Co.
Baltimore 3
Maryland

NOTED ON CARD
lm

RECEIVED
[illegible] 1957
FOR FILING
4776

(Request [illegible]) filed on NOA (Oral)

FORM 220—50M—[illegible]—1476

**OREGON STATE HIGHWAY DEPARTMENT**

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
October 25, 1957

SUBJECT: Josephine County Line-
Rogue River Section
Pacific Highway
Contract No. 4776

To: Mr. Forrest Cooper
Deputy State Highway Engineer
Office

I am forwarding herewith a request for increase in number of workdays to complete the subject named contract.

All work on this contract was completed by August 16th, at which time the contractor had overrun two days. Although the special borrow excavation on this was increased from 70,000 yards to 82,414 yards, which would seem to indicate than an overrun of time could be justified, an inspection of the weekly reports show that there was a period of time from May 27, 1957 to July 8, 1957 in which there was no activity on the job. It is thought that the contractor should be assessed these two days.

After completion of the job it was found that culverts had not been installed under five road approaches. It was proposed to make this installation by state force order; however, we could not secure Federal participation using this method and so it was decided to ask the contractor to do the work under a price agreement. He agreed to do this by retaining a local contractor to do the work. They could not get at this work until quite recently and in the interim no workdays were charged. It took three days to accomplish the installation of the culverts and the necessary ditching.

It is, therefore, recommended that the contractor be granted three additional days on the contract. He has overrun the contract amount by five days, which will leave him two days on which to pay liquidated damages.

Tom Edwards
Construction Engineer

By L. H. Young
L. H. Young
Ass't Construction Engineer

RECEIVED
OCT 28 1957
OFFICE OF
STATE HIGHWAY ENGINEER

LHY:jc
Encl.

NOTED
FORREST COOPER

FORM E-90X—37,500—8-57—1477

**OREGON STATE HIGHWAY DEPARTMENT**

INTER-DEPARTMENT CORRESPONDENCE

Roseburg, Oregon
Oct. 21, 1957

**SUBJECT:** Contractor's Request for Increase in Work Days
Josephine County Line-Rogue River Rd.
Contract 4776

To: Tom Edwards
Construction Engineer
Salem, Oregon

I submit herewith five (5) copies of Contractor's Request for Increase in Number of Work Days to Complete Construction Contract as received from the Fred H. Slate Company and E. C. Hall Company, Contractors on the Josephine County Line-Rogue River Road Section of the Pacific Highway. Contractor requests an increase in number of work days from 150 days to 180 days within which to complete Contract 4776.

Reference to Weekly Statement of Work Day Charges made against time limit of contract for this project indicates that the major portion of the contract was completed on Wednesday, August 14, 1957. At this time the contractor had been charged 152 work days, making the number of work days used in excess of the time limit to be two. At this time it was necessary to negotiate a Price Agreement for installation of culvert pipes under various additional road approaches. The contractor had trouble negotiating with a local subcontractor for the performance of this work.

The culverts to be placed under the Price Agreement were installed on October 1, 2 and 3 making another 3 days on which work was done and charged against the contract.

Review of the Monthly Project Estimate indicates that the contract was set up with special borrow excavation unclassified in the amount of 70,000 cubic yards. Estimate corrected to date shows special borrow excavation unclassified as 82,414 cubic yards. This overrun in the amount of special borrow excavation would more than warrant the contractor's request of additional work days to cover the two days that the project shows as of August 16, 1957. The Price Agreement for the installation of the culvert pipes under the road approaches would warrant the granting of an additional 3 work days as this is the actual number of days required to perform the work.

The Contractor's Request for an Increase of Number of Work Days from 150 days to 180 days should be denied. I recommend, however, that the contractor be granted an increase of 5 work days. This amount will cover the original 2 day overrun plus the 3 days necessary to perform work under Price Agreement No. 6.

FDMorgan

F. D. Morgan
Division Engineer

CONSTRUCTION [illegible]
RECEIVED
NOTED

dls
encl.

Form E-1—10M—12-56

[illegible]

# OREGON STATE HIGHWAY DEPARTMENT

# Field Engineer's Weekly Report

## FOR CONSTRUCTION PROJECTS ONLY

For Week Ending 11 Oct 57, 19

Section Josephine Co Line - Rogue River Rd
Kind of work grading, paving
Highway Pacific County Jackson
Section prefix 15-1141
Contractor Fred H Slate Co, E C Hall Co
Contract number 4776
Date of contract 25 July 56, 19
Specified work days 150
Date work started 30 Aug 56, 19
Work days used 152
Project authorization $ 320,370.19
Exclusive of engineering $ 299,152.71
Per cent of time elapsed 101 %
Estimated cost of completed project, exclusive of engineering $ 294,753.61
Estimated per cent overrun or underrun underrun 1.5 %
Per cent of contract completed, based on total contract price 100 %
Engineering authorization $ 21,217.48
Engineering cost to date $ 22,400, 106 %
Date project was completed 3 Oct 57, 19

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Semi-final Estimate mailed to Division Office 8 Oct 57

FINAL REPORT

NOTED
FORREST COOPER

Noted
M. N. Juve

Signed Jack C. McCormick Res Engr
Address Medford

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

State Printing 136

|  | GRADING | SURFACING | MAINTENANCE MATERIALS | OIL AND BITUMINOUS MACADAM | PAVING |
|---|---|---|---|---|---|
| Miles in project | 1.75 | 2.11 |  | 2.11 | 2.11 |
| Miles partially completed | 1.75 | 2.11 |  | 2.11 | 2.11 |
| Miles completed | 1.75 | 2.11 |  | 2.11 | 2.11 |
| Total estimated quantities (contract) | 71,000 | 19,800 |  | 490 cy<br>52 ton | 7,200 |
| Total quantities corrected to date | 83,968 | 17,730 |  | 592 cy<br>43.9 ton | 6,904 |
| Estimated quantities moved or placed to date | 83,968 | 17,730 |  | 592 cy<br>43.9 ton | 6,904 |
| Average daily quantities | 0 | 0 |  | 0 | 0 |
| Average daily quantities necessary to complete project on time | 0 | 0 |  | 0 | 0 |
| Number shifts per day | 0 | 0 |  | 0 | 0 |
| Hours per shift | 0 | 0 |  | 0 | 0 |
| Average force on project for week | 0 | 0 |  | 0 | 0 |

Men

Supervision

Men and trucks under 3 tons

Men and trucks over 3 tons

Men and tractors

Equipment used during week: Shovels .........., Power graders .........., Rollers .........., Mixers .........., Crushing or screening plants ..........

Compressors .........., Bulldozers .........., Compaction rollers .........., . . . . .........., . . . . .........., . . . . ..........

|  | WEATHER | HRS. DELAY | CAUSE OF DELAY |
|---|---|---|---|
| Sunday |  |  |  |
| Monday | cloudy |  |  |
| Tuesday | cloudy |  |  |
| Wednesday | cloudy |  |  |
| Thursday | cloudy |  |  |
| Friday | fair |  |  |
| Saturday |  |  |  |

4

RECEIVED
OCT 11 1957
FOR FILING

ER-18(1)

4776

October 9, 1957

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

This is to advise you that work was completed on October 3, 1957, on Contract No. 4776, Josephine County Line-Rogue River Road Section in Jackson County, in connection with Federal Aid Project No. ER-18(1).

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

DBP:cr
cc: Clarence G. Swenson

RECEIVED
OCT 11 1957
FOR FILING

[illegible]

4776

October 9, 1957

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

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Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

DBP:cr
cc: Clarence G. Swenson

RECEIVED
JUN 17 1957
FOR FILING
[illegible]
4776 08-35

June 14, 1957

Mr. W. C. Williams
State Highway Engineer
Salem, Oregon

Re: Order for Extra Work No. 4
Josephine County Line-Rogue River
Road Section, Pacific Highway
Oregon Project ER-18(1)
Contract No. 4776

Dear Sir:

The subject order dated February 7, 1957 is attached. The cost of resetting mail boxes is not eligible for Federal funds since they are private property located on a public highway right-of-way.

Very truly yours,

C. G. Polk
Division Engineer

By

E. H. Cowan
Acting Division Engineer

Attachments

Original to
Mr. Probert

NOTED
FORREST COOPER

RECEIVED
MAY 24 1957
FOR FILING

4776

Salem, Oregon
May 23, 1957

Contract #4776

Jack C. McCormick
Box 23,
Central Point, Oregon

This is to advise you that at its meeting May 16, 1957, the Highway Commission approved an increase of $22,000.00 in project authorization for Contract No. 4776, Josephine County Line-Rogue River Road Section in Jackson County.

The new Project Authorization is $320,370.19. This amount should be used in all future reports.

S. H. Probert
Office Engineer

cc: F. D. Morgan
DBP:cr

RECEIVED
MAY 7 - 1957
FOR FILING

[illegible]

4776

May 6, 1957

Oregon State Highway Commission

Gentlemen:

It is found that an overrun of 7.4 per cent, which amounts to $22,000, will be incurred on the Josephine County Line-Rogue River Road Contract No. 4776. This overrun was primarily due to unanticipated shrinkage of borrow material in place and in the truck haul for hauling this material. A third contributing item is due to the fact that the aggregate crushed for this project was approximately five per cent heavier than that originally estimated and will cause an increase in the amount of asphaltic mixture necessary.

It is respectfully requested that authority be granted to increase this project authorization on this contract in the amount of $22,000.

Very truly yours,

W. C. Williams
State Highway Engineer

cc Mr. Tom Edwards
Mr. S. H. Probert
Mr. C. H. Maison

LHY:ob fn

FORM 530—60M—8-56—96654

# OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
May 1, 1957

SUBJECT:

To: Mr. Forrest Cooper
Deputy State Highway Engineer
Office

Herewith Report on Expected Over-run of Project Authorization on the Josephine County Line-Rogue River Road Contract No. 4776, Pacific Highway in Jackson County, in the amount of $22,000.00.

The over-run on this project occurred in three items, namely; special borrow excavation, truck haul on special borrow and asphaltic concrete mixture.

This special borrow overran heavily because shrinkage of the material in place was considerably greater than expected or planned. The shrinkage is primarily due to the fact that the borrow material was not in its natural state but had been run through gold dredges and piled loosely back on the pit floor. The truck haul overran primarily because of the increase in the amount of special borrow material and additional increase was caused by the fact that the average haul was one-half mile greater than estimated in the preliminary estimate.

The anticipated over-run in the asphaltic concrete mixture is due to the fact that the aggregate produced for this project has a density of 2.83 instead of 2.68 which was used to estimate the original quantities.

Will you kindly secure approval from the Commission for the over-run on this project. A suggested rough draft to the Commission is attached.

Tom Edwards
Construction Engineer

By L. H. Young
L. H. Young
Ass't. Construction Engineer

RECEIVED
MAY 6 1957
OFFICE OF
STATE HIGHWAY ENGINEER

LHY:ob
Encl.

FORM E-30X—27,900—8-56—96655

## OREGON STATE HIGHWAY DEPARTMENT

INTERDEPARTMENT CORRESPONDENCE

Roseburg, Oregon
April 16, 1597

To: Tom Edwards
Construction Engineer

SUBJECT: Report on Expected Over-run of Project Authorization 15-1141

I enclose a report on expected over-run of project authorization Josephine County Line-Rogue River Road, Pacific Highway, Contract No. 4776.

The contract costs are going to over-run approximately $22,000.00. The principal reasons are the over-run of a special borrow excavation, over-run in the truck haul and an expected over-run of asphaltic concrete mixture.

The special borrow over-ran heavily because the shrinkage of the material in place was a great deal heavier than expected and planned. With the exceptation of extra width and length on road approaches the fills were held to the typical end grades given on the plans. There is also a probable additional contributing factor, in that compaction was experienced in the borrow pit due to the operation of equipment on the floor of the pit during excavation.

The borrow area was not in its natural state but had been ran through gold dredges and piled losely back on the pit floor. Remeasurement, however, was good as we had the material leveled by dozers before taking a ground line on it.

The truck haul has just been received back from the IBM machines and over-ran. This was expected since the average haul was one-half mile greater than estimated.

The over-run on Item 24 of the asphaltic concrete mixture is expected because the aggregate density is 2.73, instead of the 2.68 used in the job estimate.

It should be noted that plans are being made for additional guard fence on the project. If these plans are approved, it has not yet been determined as to whether this will be a separate contract or the additional costs will be added to this project. The enclosed report does not include additional guard fence.

Your approval of the over-run is requested.

R L Morgan

L. R. Chandler
Ass't Division Engineer

sc
Enc.

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MAY 8 - 1957
FOR FILING

4776

**OREGON STATE HIGHWAY DEPARTMENT**
**INTER-DEPARTMENT CORRESPONDENCE**

Salem, Oregon
May 6, 1957

**SUBJECT:** Josephine County Line-Rogue River
Pacific Highway
Contract No. 4776

**To:** Mr. R. L. Porter
Right of Way Engineer
Office

Herewith a copy of a complaint from Mr. J. A. Oliver, proprietor of the Rogue Valley Motel located on the subject named section of highway.

Mr. Oliver has noted that flying rocks, due to the passing traffic, have broken his neon sign. This roadway at the present time is maintained with a gravel surface until the paving can be done in the near future. Mr. Oliver reports that a right of way representative, Mr. Curfman, gave assurance that the Highway Department would assume responsibility for any breakage due to flying rocks or gravel during construction of this section.

I do not know what our legal responsibility is in this matter, or even if Mr. Curfman did give such assurance; however, I am referring this to you for such settlement as you deem warranted.

Tom Edwards
Construction Engineer

By L. H. Young
L. H. Young
Ass't Construction Engineer

LHY:je

Encl.

cc Forrest Cooper
Leonard I. Lindas

RECEIVED
MAY 7 1957
OFFICE OF
STATE HIGHWAY ENGINEER

April 26,1957.

J.O. Bromley,
State Highway Dept.,
Box [illegible],
Grants Pass, Oregon.

Dear Sir:

We wish to request a [illegible] in [illegible] sign at our place of business [illegible] the gravel area of construction of Highway [illegible] between Savage Rapids Dam and Rogue River.

Mr. [illegible] full assurance when he solicited for highway easements that the Highway Dept would resume [illegible] to flying responsibility [illegible] of the Highway gravel, and as [illegible]

We wish, therefore, [illegible] to hear from you [illegible] in repairing this [illegible] of the [illegible] appeared.

Yours truly,
[illegible]
[illegible] Motel
[illegible] Pacific Hwy
Grants Pass, Oregon.

Form No. E-372—10M—7-56

OREGON STATE HIGHWAY DEPARTMENT

# Report on Expected Over-run of Project Authorization

Project Name Josephine County Line - Rogue River Road

Date April 4, 1957, 19

Highway Pacific

Contract No. 4776

County Jackson

Kind of Work Grading and Paving

Contractor F.H. Slate & E.C. Hall Co.

Contract Amount $ 258593.50

Expected over-runs and under-runs in contract items:

Major items, itemized:

| | Quantity | Unit Price | Amount |
|---|---|---|---|
| 3. Special Borrow Excavation | 12,414.2 | 0.50 | $ 6,207.10 |
| 5. Truck Hall | 127,460 | 0.15 | 19,118.96 |
| 17. Coarse Crushed Material in Base | -1,362 | 2.80 | -3,813.60 |
| 24. Asphaltic Concrete Mixture | 720 | 5.15 | 3,708.00 |
| 26. Extra for A.C. Approaches | 40 | 30.00 | 1,200.00 |

| | | |
|---|---|---|
| Minor items, unitemized algebraic total (see reverse side of sheet) | 1,991.71<br>~~$ 28,412.17~~ | $ 28,412.17<br>~~287,005.67~~ |
| Subtotal | | $ 2,692.64 |
| Approved work orders (Price, extra work and state force orders) | | |

Expected over-runs and under-runs in work orders:

Major items, itemized:

| | Amount |
|---|---|
| E.W.O. #1 Flagging | $ 1,000.00 |
| S.F.O. 224,236,279, Seeding and Mulching Slopes | -2,000.00 |
| S.F.O. 279 Maintain gravel surface before paving | [illegible].50 |

| | | |
|---|---|---|
| Minor items, unitemized algebraic total (see reverse side of sheet) | 416.91<br>$ 1,878.41 | $ 1,878.41<br>~~[illegible].72~~ |
| Subtotal | | $ 21,217.48 |
| Authorization for engineering | | $ 00 |
| Expected over-run or under-run of engineering authorization | | $ 00 |
| Costs not included above (explain) | | $ 1,726.39 |
| Allowance for future contingencies ( 2 % of work remaining) | (286,319.32) | $ 00 |
| Credits to come from transfers and deductions | | $ |
| Present estimate of project cost | | $ 320,520.59 |

Brief Statement of principal causes of over-run: Shrinkage of material in embankments was greater than was anticipated. Compaction was experienced in borrow pit due to operation of equipment on floor of pit during excavation. The average haul was 1/2 mile greater than estimated. The A.C. aggregate had a density of 2.63 instead of the 2.68 which was used to figure the estimate. This is an increase of 5% or the total allowance given. Right of way commitments increased the number of road approaches beyond the estimate.

**INSTRUCTIONS**

A report on this form is to be submitted if and when it becomes evident that the project cost will exceed the original project authorization by more than five per cent and again if and when it becomes evident that the project cost will exceed by more than five per cent a subsequently approved increased project authorization. Submit five copies to Salem. After having been noted by the Deputy or Assistant State Highway Engineer, one copy will be sent to the Division Engineer and one copy to the Resident Engineer.

| | |
|---|---|
| Project authorization | $ 298,370.81 |
| Present estimate of project cost | $ 320,520.59 |
| Expected over-run (Amount) | $ 22,149.78 |
| Expected over-run (per cent) | 7.42 |

Space to right of this line is for use of Salem office.

Submitted by: L R Chandler
Resident Engineer

Confirmed by:
Division Engineer

Noted by:
Construction or Bridge Engineer

Noted by:
Deputy or Assistant State Highway Engineer

State Printing 86719

Over-runs on minor contract items:

| | | | |
|---|---|---|---|
| 2. Drainage Excavation, Unclassified | 292.97 | 3.00 | $878.91 |
| 4. General Excavation " | 453.9 | 0.50 | 226.95 |
| 7. 12-inch Concrete Pipe | 349 | 2.50 | 872.50 |
| 8. 18-inch Concrete Pipe | -55 | 4.00 | -220.00 |
| 9. Extra for pipe under pavement | 9 | 4.00 | 36.00 |
| 10. 8-inch Perforated Metal Drain Pipe, Uncoated | -76 | 3.25 | -247.00 |
| 11. Special Backfill in Drains | -11 | 4.00 | -44.00 |
| 12. Special Concrete Catch Basins | 2 | 75.00 | 150.00 |
| 13. Class "A" Concrete in Box Culverts | 2.31 | 65.00 | 150.15 |
| 14. Metal Reinforcement in Box Culverts | -1120 | 0.14 | -156.80 |
| 15. Metal Guard Rail | 40 | 3.00 | 120.00 |
| 16. Metal Sight Posts | 75 | 3.00 | 225.00 |
| | | | $1,991.71 |

Minor over-runs on (Price, extra work and State force orders)

| | |
|---|---|
| Move Power and Tel. Poles | $ 100.32 |
| Price Agreement #2 Cement Adjustment | 20.75 |
| Extra Work Order #2 Remove and reset decorative gates | 27.42 |
| " " " #3 Level borrow area and clean channels and culverts | 241.81 |
| " " " #4 Reset mail boxes | 26.61 |
| | $ 416.91 |

RECEIVED
MAR 6 1957
FOR FILING
FORM E-30X—37,500—8-56—36655

ER-18([illegible])

4776

**OREGON STATE HIGHWAY DEPARTMENT**
INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
February 28, 1957

SUBJECT: Josephine Co. Line-Rogue River Rd.
Pacific Highway
Contract No. 4776

To: Mr. Robert L. May, Jr.
Acting Chief Counsel
Office

Herewith further information furnished by the field in regard to the Hazel M. Rogers claim for damage to her property located on the subject named project.

Also furnished herewith are two copies of a sketch map which shows the location of the various facilities on the Rogers property. This is to supplement the material that I sent you yesterday.

Tom Edwards
Construction Engineer

By

L. H. Young
Ass't Construction Engineer

LHY:jc

Encl.

cc Forrest Cooper

NOTED
FORREST COOPER

RECEIVED
1 1957
OFFICE OF
STATE HIGHWAY ENGINEER

**OREGON STATE HIGHWAY DEPARTMENT**

INTER-DEPARTMENT CORRESPONDENCE

Roseburg, Oregon
Feb. 27, 1957

SUBJECT Assignment No. 17Y

To: Tom Edwards
Construction Engineer
Salem, Oregon

Att: L. H. Young

Reference is made to a letter to your office dated February 26, 1957 from Mr. L. R. Chandler the last paragraph of which states that a sketch map illustrating the area and an estimate of the yardage which would be required to fill the area to highway grade south of the roadbed are to be forwarded immediately upon receipt of same in this office.

This is the data required in the investigation of the Rogers property adjacent to Station 1021 to [illegible] on the Josephine County Line-Rogue River Road Section of the Pacific Highway.

I submit herewith the following:

1. A sketch map showing the property owned by Hazel M. Rogers, the original approaches thereto and the ones which have been built by the State.

2. One roll of platted cross-sections showing the fill for the roadbed of the original parking area south of the highway.

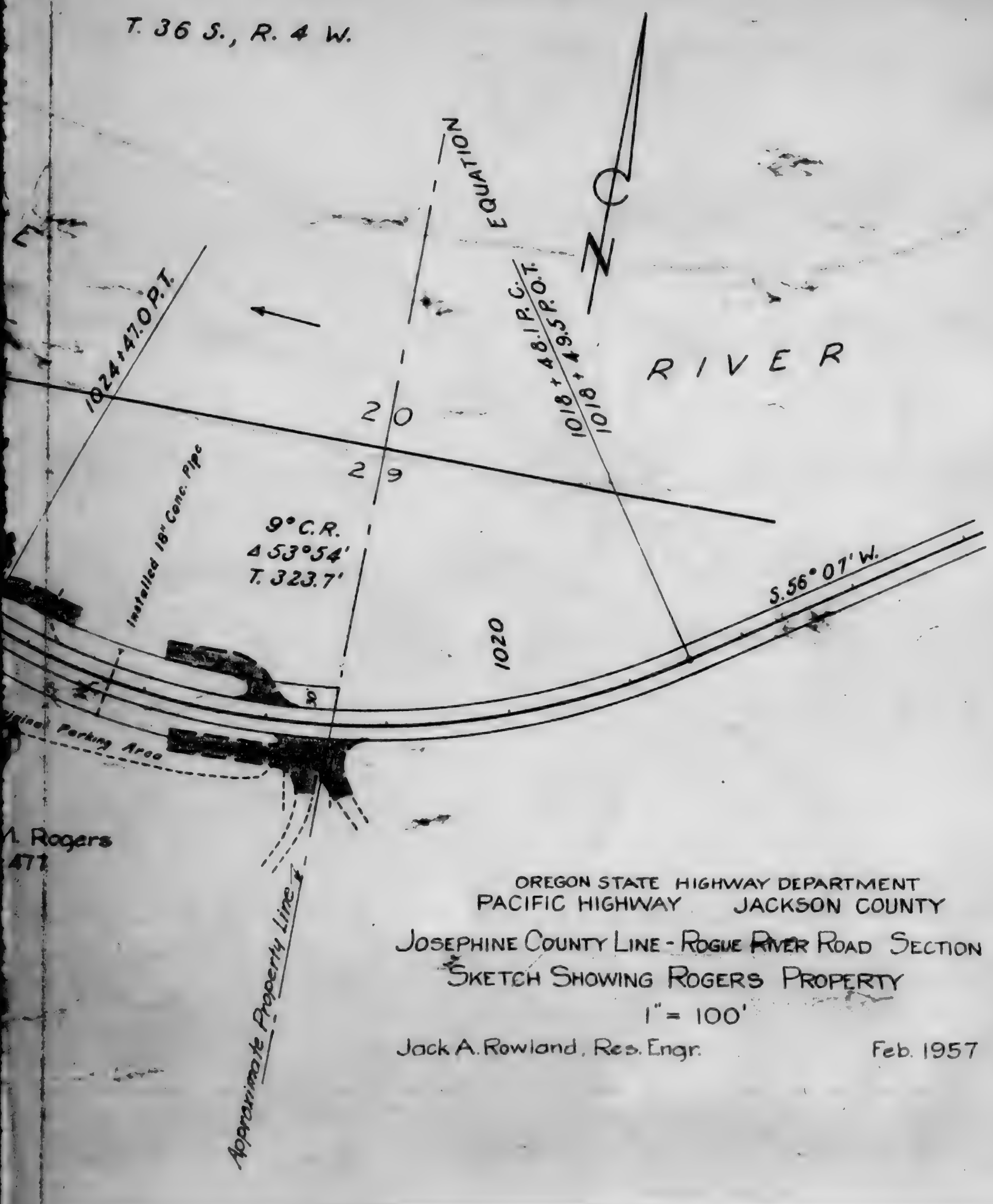
3. A sheet of computations showing the volume of material required to fill the parking area to the subgrade elevations of the highway as reconstructed.

A rough estimate for filling the area and covering with 3-inches of gravel amounts to $6,300.00.

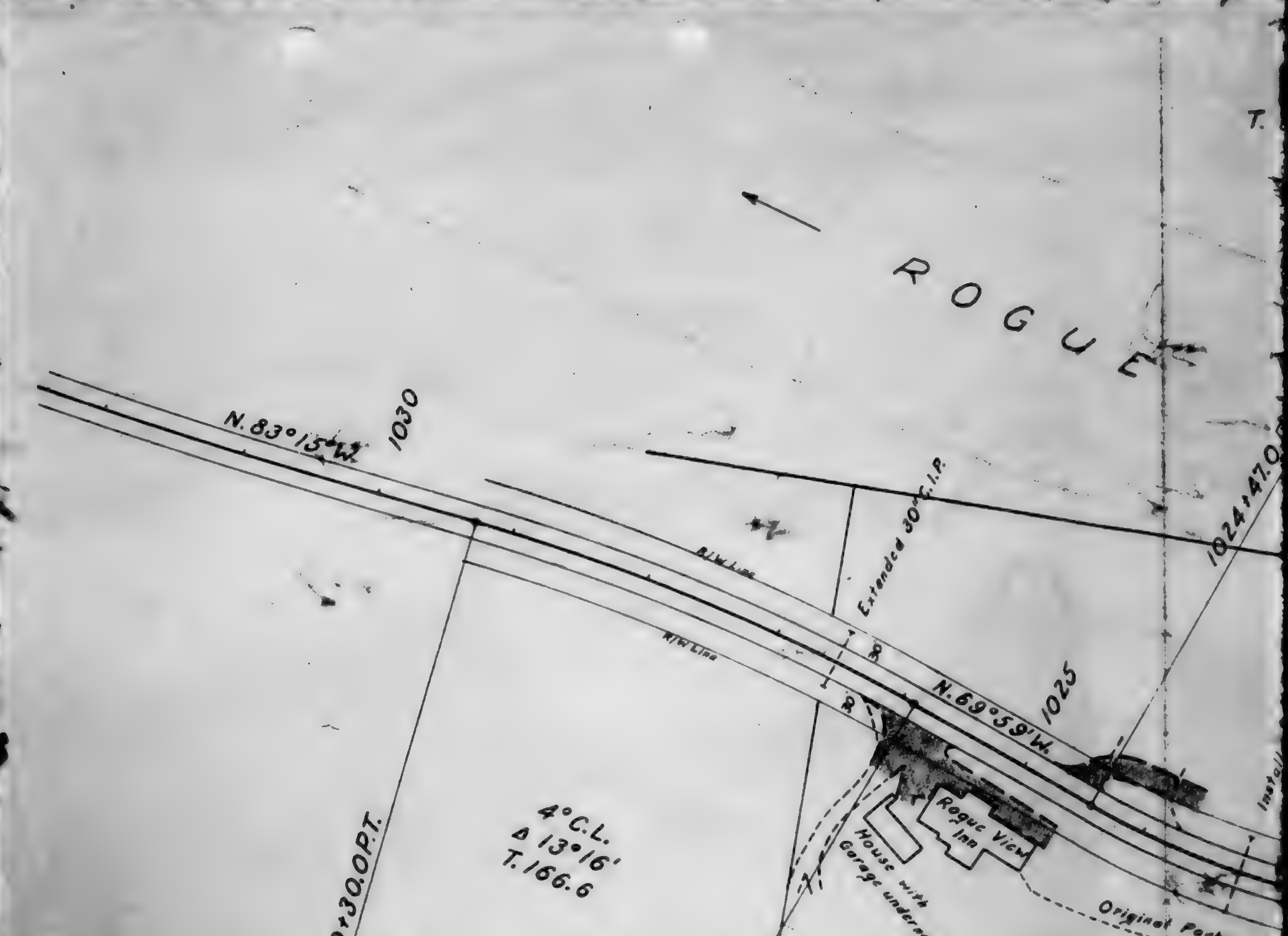
I believe this furnishes the material requested in your letter regarding this matter.

F. D. Morgan
Division Engineer

dls
encl.



OREGON STATE HIGHWAY DEPARTMENT
PACIFIC HIGHWAY JACKSON COUNTY
JOSEPHINE COUNTY LINE - ROGUE RIVER ROAD SECTION
SKETCH SHOWING ROGERS PROPERTY
1" = 100'
Jack A. Rowland, Res. Engr. Feb. 1957


T.
ROGUE
N. 83°15' W.
1030
R/W Line
R/W Line
Extended 30' C.I.P.
1024+47.0
30
R
N. 69°59' W.
1025
Install
Rogue View Inn
House with Garage underneath
Original Parking Ar
4° C.L.
Δ 13°16'
T. 166.6
1029+30.0 P.T.
1025+89.3 P.C.
Approximate Property Line
Hazel M. Rogers
401-477

FORM E-30X—37,500—6-56—96658

# OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
February 27, 1957

SUBJECT: Josephine Co. Line-Rogue River Rd.
Pacific Highway
Contract No. 4776

To: Mr. Robert L. May, Jr.
Acting Chief Counsel
Office

I am in receipt of a more detailed report concerning a claim for damages put forward by Mr. G. W. Kellington, Attorney, representing Mrs. Hazel M. Rogers whose property is located on the subject named project.

I see that you were sent a copy of Mr. Kellington's complaint and of Mr. Williams' answer. I am therefore sending you a copy of the more detailed report written by Mr. L. R. Chandler.

Pictures referred to in the report are in our file and they may be inspected if you so desire.

Tom Edwards
Construction Engineer

By L. H. Young
L. H. Young
Ass't Construction Engineer

LHY:jc

Encl.

cc Forrest Cooper

RECEIVED
FEB 28 1957
OFFICE OF
STATE HIGHWAY ENGINEER

NOTED
FORREST COOPER

FORM 230-40M 1-55 9012

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Roseburg, Oregon
February 20, 1957

SUBJECT: Assignment 17y

To: Tom Edwards
Construction Engineer

Attention: L. H. Young

On the 19th of this month as requested by your telephone call and your letter of February 18th, I investigated the situation at the Rogers property on the Josephine County Line-Rogue River Road Section, Pacific Highway where Mrs. Rogers, through her attorneys, Roberts, Kellington and Branchfield have asked for reimbursement in the amount of approximately $5,000. Mr. Rowland, resident engineer, and myself saw Mr. Platt Palmer, real estate agent and one of the persons with whom Rowland has been dealing in regard to that property and the problems brought up by the owners.

These claims and problems have all been caused by the reconstruction of the highway between Stations 1022 and 1026 and Mrs. Rogers dissatisfaction with the change. Rowland had previously met with Mr. Palmer and Mr. Sherman Smith, attorney from Grants Pass on the property on February 5. Mr. Smith, according to Mr. Palmer had been engaged by himself to represent her in pressing her claims for various items of construction. They, in their meeting with Rowland at the site, requested that the entire area between the highway fill and the hillside on the South side of the road be filled to the elevation of the new highway grade. This, Rowland refused to do, stating that he had no authority to do such work off the right-of-way. After some discussion and negotiation it was agreed that approach ramps connecting with the highway would be built down to the level of the old grade at each end of the property and this has been done. These ramps run parallel with the highway grade as illustrated by some of the enclosed photographs and the one at the West end abuts directly upon the highway fill.

Mr. Smith, the attorney, stated that if these ramps were built there would be no suit as had been previously threatened against the highway department. Mr. Phillips who is leasing or renting the property from Mrs. Rogers under an agreement with the option to purchase, had previously threatened that we would be sued if we did not fill the entire area as discussed above. Since Rowland's meeting with these people Mr. Smith, the attorney, has withdrawn and no longer represents Mrs. Rogers. The Medford Law Firm of Roberts, Kellington & Branchfield now represents Mrs. Rogers.

After seeing Mr. Palmer, Rowland and I met with Mr. Kellington in his office in Medford the same day. He gave us his version as to the manner in which he had been engaged and was advised by us that we had previously made a verbal agreement with Mr. Sherman Smith, her attorney at that time.

Mr. Kellington stated that he could not make a claim because of the change of grade but could possibly make one because of impairment of access. This impairment would come about, if at all, because of the fact that the new grade on the South side of the roadway is approximately 6½' higher than the old road and ground.

It should be noted that this department did not buy any right-of-way from Mrs. Rogers for the reconstruction but, with the exception of the approaches to the property, has stayed within the old 60' right-of-way.

The approaches on the North side of the highway apparently do not enter into the claim and they are satisfactory on that side.

Mrs. Rogers' renter or leaser, Mr. Phillips is declining to exercise his option to purchase from Mrs. Rogers at the full price of $35,000 given in his option and has told her that he will not buy unless a $5,000 reduction in price is made.

Mr. Kellington was told that we were not making any offer of any kind but were attempting to determine the grounds upon which the claim was being made. He stated that to him it was entirely a legal question with respect to impairment of access.

The property has been operated as a boat rental area on the North side of the highway with the main building on the South side of the highway set up as a tavern or bar and has at times been operated as such. The operator's liquor license was lost approximately two years ago and the tavern building has been empty since that time. It is too close to the highway to have a good area for parking and has never had sufficient parking without considerable use of highway right-of-way for this purpose. There are also some rentals on the property South of the highway and away from it.

Two pictures taken before the start of the reconstruction and 5 pictures taken on February 19th, after the grading was done and the rock surfacing placed are enclosed. A sketch illustrating the area and an estimate of the yardage which would be required to fill the area to highway grade south of the roadbed are on the way here from Medford and will be forwarded immediately upon receipt.

L R Chandler
L. R. Chandler
Ass't Division Engineer

sc

Enc.

RECEIVED

Salem, Oregon
February 26, 1957

Complaint of Mrs. Hazel Rogers
re change of grade and access -
Josephine County Line-Rogue
River Road Section, Pacific
Highway

Mr. Robert L. May
Acting Chief Counsel

I am attaching a copy of a letter from Roberts, Kellington & Branchfield which refers to a complaint made by Mrs. Hazel M. Rogers, the property being located on US99 near the Savage Rapids Dam. I am also attaching a copy of Mr. Williams' reply and a note from the Construction Division which sheds some light on the matter.

While it does not appear that any action on your part is necessary at this time, I merely call it to your attention so that you may be alerted should Mrs. Rogers or her attorneys press a claim for damages.

If you wish any additional information, I shall be glad to secure it for you; however, it would appear that all that is necessary at the moment is watchful waiting.

Forrest Cooper
Deputy State Highway Engineer

FC:me

Encl.

RECEIVED
FEB 20 1957
FOR FILING

Er-18(1)

[illegible]

February 18, 1957

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
State Highway Engineer
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for Extra Work No. 4 covering resetting mail boxes on the Josephine County Line-Rogue River Road Section of the Pacific Highway in Jackson County, Contract No. 4776, in connection with Federal Aid Project No. Er-18(1).

It is necessary to reset mail boxes which were moved during grading operations. Payment for moving the mail boxes in the first instance was included in the grading. No provision was made for resetting them.

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

DBP:lmr

Enclosures

RECEIVED
JAN 25 1957
FOR FILING

ER-18

4776

January 22, 1957

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for State Force Work No. 265 covering the moving or one power pole on the Josephine County Line-Rogue River Road Section of the Pacific Highway in Jackson County, Contract No. 4776, in connection with Federal Aid Project No. ER-18(1).

It is necessary that pole No. 8/17 be moved for the new construction. It is now on private property and it is the obligation of the state to move it. The work will be done by the California-Oregon Power Company. Letters of agreement by the state and estimate by the power company are attached.

Very truly yours,

W. C. Williams
State Highway Engineer

By:

Forrest Cooper
Deputy State Highway Engineer

BBFor
Encl.

RECEIVED
JAN 24 1957
FOR FILING
FORM E-30X—90M—11-55—90226

477

# OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
January 22, 1957

SUBJECT: Josephine Co. Line-Rogue R. Rd.
Pacific Highway
Contract No. 4776

To:

Mr. Frank Morgan
Division Engineer
State Highway Department
Roseburg, Oregon

Reference is made to Laboratory Report No. 411337, dated January 17, 1957 showing, for the ¼"-0 aggregate being produced for asphaltic concrete, an excess of four (4) percent of material retained on the No. 10 sieve and passing the No. 4 sieve.

This excess is determined by assuming 100 percent of the aggregate passes the No. 4 sieve and adjusting the individual screen sizes accordingly. Thus, the 83.8 percent passing the No. 4 sieve is assumed to be 100 percent of the desired material. The 36.9 percent retained on the No. 10 sieve becomes 44 percent, four (4) percent beyond the maximum limit of 40 percent. The 8.6 percent passing the No. 200 sieve becomes 10 percent, equal to the maximum allowed.

Will you please instruct the resident engineer to tighten up on the inspection of this phase of his project and have the contractor so adjust his plant and pit operations that the percentage of crushed aggregate retained on the No. 10 sieve, as computed in the manner described above, will be between 25 and 40, as shown in Section 2.18.5.

Also, please have the resident engineer resubmit samples of corrected ¼"-0 crushed gravel aggregate where the plant and pit operations have been improved.

Tom Edwards
Construction Engineer

By L. H. Young
L. H. Young
Ass't. Construction Engineer

LHY-WCH:ob

cc to: Forrest Cooper
Ray Webber

RECEIVED
JAN 22 1957
OFFICE OF
STATE HIGHWAY ENGINEER

NOTED
FORREST COOPER

RECEIVED
JAN 21 1957
FOR FILING

ER-18(1)

4776

January 18, 1957

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for Extra Work No. 3 covering leveling dredge tailings and drainage improvement on the Josephine County Line-Rogue River Road Section of the Pacific Highway in Jackson County, Contract No. 4776, in connection with Federal Aid Project No. ER-18(1).

This work is necessary to improve the Savage Creek Channel and clean culverts to provide adequate drainage and prevent water backing up.

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

DB:cr
Encl.

RECEIVED
DEC 17 1956
FOR FILING
T-R-12(1)
[illegible]

December 14, 1956

Mr. Urban Wolfe
Pacific Highway South
Grants Pass, Oregon

Dear Sir:

With regard to your letter of November 30, I understand that our Assistant Division Engineer and Resident Engineer have conferred with you about the road approaches to which you took exception in your letter.

I further understand that the matter of location and width of these road approaches has been compromised consistent with both your interest and the State's regulations, the points of which agreement will be embodied in the permit for road approaches which you advised Mr. Rowland that you would execute.

Very truly yours,

W. C. Williams
State Highway Engineer

cc Mr. Forrest Cooper
Mr. Tom Edwards

LHY:jc fn

FORM E-30X—50M—11-55—90825

**OREGON STATE HIGHWAY DEPARTMENT**

INTER-DEPARTMENT CORRESPONDENCE

Roseburg, Oregon
December 11, 1956

SUBJECT:

To: Tom Edwards
Construction Engineer
Salem

Attention: L. H. Young

With reference to your letter of December 3, Josephine County Line-Rogue River, Pacific Highway, Contract No. 4776. Your assignment No. 131.

On December 5, I contacted Mr. Wolfe at his location and spent the time between 5:00 and 6:30 p.m. explaining this matter to him. His main contention, in spite of other reasons given in his letter was that he should have complete full width, unrestricted access to the highway. I explained to him that this was impossible and could not be permitted. That we had, through our Resident Engineer, conferred with him and thought that we had the approaches as he desired. But that we would, in spite of this, change them if he would agree to standard approaches at proper location with dtiches, curbs or fence between them. I also explained the same matter to Mr. Smiley who is buying one of the buildings from Mr. Wolfe.

Mr. Wolfe was belligerent and quite abusive. The next day at my request, Resident Engineer, Rowland, again saw Mr. Wolfe and was able to work out a series of approaches which would meet our requirement and somewhat satisfy Mr. Wolfe. Rowland told him that he would prepare an approach permit for him and Wolfe stated that he would sign it. This has not as yet been recieved.

L. R. Chandler
Ass't Division Engineer

LRC/ss

RECEIVED
DEC 12 1956
OFFICE OF
CONSTRUCTION ENGINEER

Grants Pass Ore.
Nov. 30, 1956

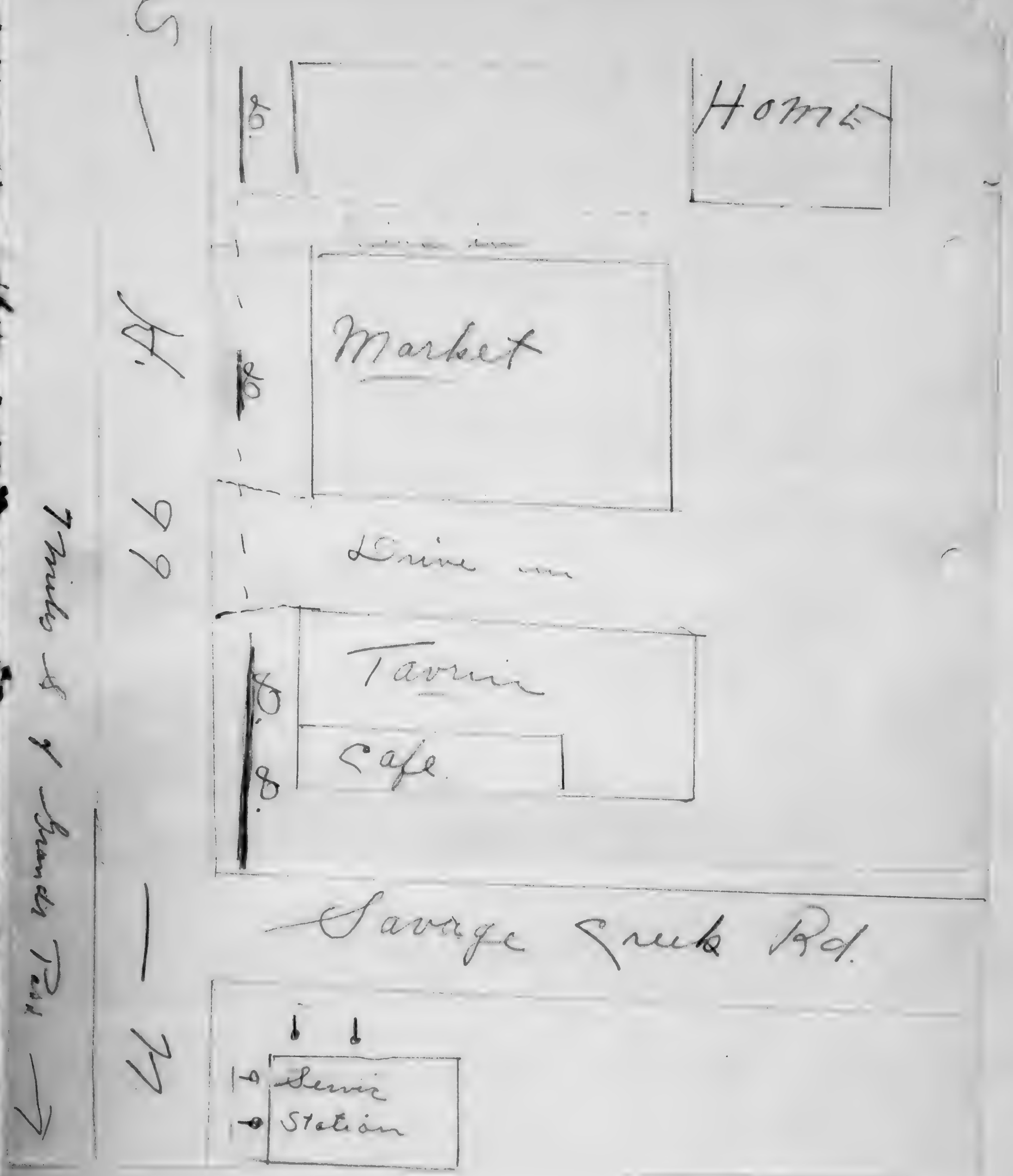
Mr. Tom Edwards
State Highway Dept.
Salem Ore.

Dear Sir;

I am writing you in regards to the road construction near Savage Rapids dam. We are the owners of several businesses there and there have been barriers or ditches put in front of each place, which makes it almost impossible for customers to drive in. We have been here for years and paying high taxes and don't know why we should be treated like this by the Highway dept.
We sincerely hope this can be rectified with out legal action.
Diagram on separate sheet.
Sincerely, Urban Wolfe

FORREST COOPER

CEIVED
T 30 1956
OFFICE OF
STATE HIGHWAY ENGINEER


Home
Market
Drive in
Tavern
Cafe
Savage Creek Rd.
Service Station
U.S. 99 W
7 miles S of Grants Pass →

RECEIVED
OCT 31 1956
FOR FILING

FORM E-30X—80M—11-55

ER-18 (1)

4776

# OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
October 30, 1956

SUBJECT:

To: ~~Mr. Frank Morgan~~
~~Division Engineer~~
~~State Highway Department~~
~~Roseburg, Oregon~~

The subcontract between the Slate and Hall Companies and J. C. Compton Company, covering all of Items 20, 22, 23, 26, 29 and 30; and placing only of Items 21, 24, 27 and 28, on the Josephine County Line-Rogue River Road, Contract No. 4776, Oregon ER-18 (1), is approved and you may so inform the interested parties.

Four copies of the subcontract are returned herewith for distribution.

Tom Edwards
Construction Engineer

By

Edwin A. Pease
Construction Office Engineer

FAP:of
Encls.
cc to: Forrest Cooper ✓
C. G. Polk (2)

NOTED
FORREST COOPER

RECEIVED
OCT 30 1956
OFFICE OF
STATE HIGHWAY ENGINEER

9

RECEIVED
OCT 31 1956
FOR FILING

ER 18(1)

4776

October 25, 1956

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order For Extra Work No. 1 covering State share of flagging costs on the Josephine County Line-Rogue River Road Section of the Pacific Highway in Jackson County, Contract No. 4776, in connection with Federal Aid Project No. ER-18(1).

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

DBP:bb

Encl.

A

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SEP 2 1956
FOR FILING

ER-18 (1)

4776

**OREGON STATE HIGHWAY DEPARTMENT**

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
September 18, 1956

SUBJECT:

To:
Mr. Frank Morgan
Division Engineer
State Highway Department
Roseburg, Oregon

The subcontract between Fred H. Slate and E. C. Hall Company, and the Ausland Construction Company, covering Items 2, 13 and 14, on the Josephine County Line-Rogue River Road, Contract No. 4776, Oregon ER-18 (1) is approved, and you may so inform the interested parties.

Four copies of the subcontract are returned herewith for distribution.

Tom Edwards
Construction Engineer

By

Edwin A. Pease
Construction Office Engineer

EAP:of

Encls.

cc to: Forrest Cooper ✓
C. G. Polk (2)

NOTED
FORREST COOPER

RECEIVED
SEP 18 1956
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
SEP 5 1956
FOR FILING

ER-[illegible]

4776

September 4, 1956

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

This is to advise you that work was started on August 30, 1956, on Contract No. 4776, Josephine County Line-Rogue River Road Section, in Jackson County, in connection with Federal Aid Project No. ER-18(1).

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

DBP:ch

RECEIVED
AUG 14 1956
FOR FILING

EK-18 [illegible]

4776

August 13, 1956

Fred H. Slate Co.,Oreg.Ltd. and
E. C. Hall Co.
12012 S. W. Barbur Blvd.
Portland 19, Oregon

Gentlemen:

We enclose herewith for your files a fully executed copy of contract No. 4776, which was awarded to you by the State Highway Commission on July 25, covering the Josephine County Line-Rogue River Road Section of the Pacific Highway in Jackson County.

We are also sending a copy of this contract to the surety on your performance bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encl.

RECEIVED
AUG 14 1956
FOR FILING
8/16
4776

[illegible]
4776

July 25, 1956

Fred H. Slate Co. &
E. C. Hall Co.
7805 S. W. 40th Avenue
Portland 19, Oregon

Gentleman:

The State Highway Commission on July 12, 1956 accepted your proposal for grading and paving the Josephine County Line-Rogue River Road Section of the Pacific Highway in Jackson County for the sum of $258,593.50 and referred it to the State Highway Engineer with authority to award the contract to you as soon as certain conditions had been fulfilled. This note is to inform you that such conditions have now been satisfied and that the State Highway Engineer today awarded you the contract in conformity with the Commission's authorization. This project has been assigned Contract No. 4776.

Contract forms are now being prepared in this office and will be mailed to you shortly for execution.

This confirms my wire to you of this date.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

HBG:blm
cc: R. G. Savage, SIAC
Forrest Cooper
S. H. Probert

Pacific Builder & Engineer, Inc.
2418 Third Ave.
Seattle 1, Washington

Att. Dorothy McCormack

NOTED
J. Mc C.

RECEIVED
JUL 26 1956

| DOMESTIC SERVICE |  |
|---|---|
| Check the class of service desired; otherwise this message will be sent as a fast telegram | |
| TELEGRAM | |
| DAY LETTER | |
| NIGHT LETTER | |

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E

# WESTERN UNION
## TELEGRAM

W. P. MARSHALL, PRESIDENT

1206 (4-55)

| INTERNATIONAL SERVICE |  |
|---|---|
| Check the class of service desired; otherwise the message will be sent at the full rate | |
| FULL RATE | |
| LETTER TELEGRAM | |
| SHORE-SHIP | |

| NO. WDS.-CL. OF SVC. | PD. OR COLL. | CASH NO. | CHARGE TO THE ACCOUNT OF | TIME FILED |
|---|---|---|---|---|
|  |  |  |  |  |

*Send the following message, subject to the terms on back hereof, which are hereby agreed to*

Salem, Oregon
July 25, 1956

Fred H. Slate Co. &
E. C. Hall Co.
7805 S. W. 40th Avenue
Portland 19, Oregon

Contract for grading and paving Josephine County Line-Rogue River Road Section of Pacific Highway in Jackson County for which you submitted low bid on July 12, 1956 awarded you today. Contract forms follow shortly.

H. B. Glaisyer, Secretary
OREGON STATE HIGHWAY COMM.

cc: ✓Confirmation
✓Files
C. W. Head
Accounting (5003-900)

RECEIVED
JUL 26 1956
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
JUL 26 1956
FOR FILING

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|---|
| ER-18 (1) |
| |
| 4776 |

W. C. WILLIAMS

**OREGON STATE HIGHWAY DEPARTMENT**
**INTER-DEPARTMENT CORRESPONDENCE**

Salem, Oregon
July 25, 1956

**SUBJECT:** Josephine County Line-Rogue River Sect.
Pacific Highway
Jackson County

To: Mr. W. C. Williams
Deputy State Highway Engineer
OFFICE

All rights of way necessary for the above project have now been acquired. As far as this department is concerned, the contract can be awarded.

R. L. Porter
R. L. PORTER
Right of Way Engineer

RLP:smj

RECEIVED
JUL 26 1956
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
AUG 1 1956
FOR FILING

ER-18-(1)

4776

July 25, 1956

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

Your concurrence as of today is requested in the award of contract for grading and paving work on the Josephine County Line-Rogue River Road Section of the Pacific Highway in Jackson County, Project ER-18(1), to Fred H. Slate Co. & E. C. Hall Co. of Portland, Oregon, on the basis of the bid of $258,593.50 submitted on July 12, 1956.

All rights of entry required for this contract are acquired.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Deputy State Highway Engineer

SBF:ia

RECEIVED
JUL 30 1956
OREGON DISTRICT
FOR FILING

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|---|
| ER-18 (1) |
| |
| 4776 08-35 |

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

400 STATE HIGHWAY BLDG.
SALEM, OREGON

July 25, 1956

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

As requested in your letter of today advising that all rights of entry have been acquired for Oregon Project ER-18(1), Josephine County Line-Rogue River Road Section of the Pacific Highway, we hereby concur as of this date in award of contract No. 4776 to Fred H. Slate Co. and E. C. Hall Co. of Portland, Oregon, low bidder in the amount of $258,593.50 at the July 12, 1956 bid opening.

Very truly yours,

C G Polk
C. G. POLK
District Engineer

RECEIVED
[illegible] 1956
OREGON
STATE HIGHWAY COMMISSION

File

RECEIVED
JUL 3 1956
FOR FILING
OREGON DISTRICT
ER-18 (1)
4776

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

408 STATE HIGHWAY BLDG.
SALEM, OREGON

08-35

June 27, 1956

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

We have today approved the P. S. and E. documents for Oregon Project ER-18(1), Josephine County Line-Rogue River Road Section of the Pacific Highway in Jackson County.

This is to authorize your advertising for bids.

Concurrence in award of contract will be withheld pending notification that all rights-of-entry or rights-of-way have been acquired.

Very truly yours,

CGPolk
C. G. POLK
District Engineer

RECEIVED
JUL 2 1956
OREGON
STATE HIGHWAY COMMISSION

35-1107 Mitchell Flood Repair 1956
(Wheeler County)
#4777

35-1107 Mitchell Flood Repair 1956
(Wheeler County)
#4777

RECEIVED
JAN 15 1958
FOR FILING

4777

FORM [illegible]

COMMISSIONERS
BEN R. CHANDLER, CHAIRMAN
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE
M. K. McIVER, MEMBER
PORTLAND
H. B. GLAISYER
SECRETARY

OREGON
STATE HIGHWAY DEPARTMENT
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
W. C. WILLIAMS
1ST ASST. STATE HWY. ENGR.
W. W. STIFFLER
2ND ASST. STATE HWY. ENGR.
C. W. ENFIELD
CHIEF COUNSEL

January 14, 1958

Mrs. Oltie Hines
P. O. Box 152
Blue River, Oregon

NOTED
W. C. WILLIAMS

Re: Mitchell Flood Cases

Dear Mrs. Hines:

Your letter of January 6, 1958 to Mr. W. C. Williams, concerning property you owned in Mitchell which was damaged in the 1956 flood, has been referred to me for reply.

I am enclosing a copy of our right of way map for the city of Mitchell and would like to have you indicate on that map by a colored pencil or crayon the property which you own and which you say was damaged.

When you return the map showing your property, would you also indicate what sum you believe would be fair compensation for the damages you say you incurred during the 1956 flood in Mitchell. In this regard I wish you would itemize the damage and the amount you claim for each item if there is more than one.

Upon receipt of your answer I shall ask that an investigation be made and will notify you of the results.

Very truly yours,

JOHN C. McLEAN
Staff Attorney

JCMcL:ap
Enc.
cc Mr. W. C. Williams
Mr. L. I. Lindas

RECEIVED
JAN 14 1958
OFFICE OF
STATE HIGHWAY ENGINEER

COPY

Blue River, Ore.
P. O. Box 152
Jan. 6, '58

Mr. W. C. Williams
State Highway Engineer
Salem, Oregon

Dear Sir:

As we lived in Calif. and did not know the extent of damage to my place at Mitchell untill later and others is collecting damages, I feel I am entitled to some comp. on my properity.

As my properity is next to the bridge at the north of Mitchell and right by the Highway, I feel the bridge was not large enough to carry the water or it would not have backed up and took out so much of my land. I own 4½ acres and the flood of 56 took out a good acre of our best land, also a building that we had a lot of cloths and odds and ends stored in washed at least eight feet of land on the so. of one cabin. Now the bank is crumbling under the cabin.

I would not be unreasonable about it. But dont you feel I am entitled to at least enough to move that cabin over where we wont loose it in the next flood or high water.

Please let me hear from you as I want to improve the place in the near future.

Yours truly,

MRS. OLLIE HINES.

P. S. If this should go to the
Commissioner. Please give it
to him.

C O P Y

Blue River, Ore.
P. O. Box 152
Jan. 6, '58

Mr. W. C. Williams
State Highway Engineer
Salem, Oregon

Dear Sir:

As we lived in Calif. and did not know the extent of damage to my place at Mitchell untill later and others is collecting damages, I feel I am entitled to some comp. on my properity.

As my properity is next to the bridge at the north of Mitchell and right by the Highway, I feel the bridge was not large enough to carry the water or it would not have backed up and took out so much of my land. I own 4½ acres and the flood of 56 took out a good acre of our best land, also a building that we had a lot of cloths and odds and ends stored in washed at least eight feet of land on the so. of one cabin. Now the bank is crumbling under the cabin.

I would not be unreasonable about it. But dont you feel I am entitled to at least enough to move that cabin over where we wont loose it in the next flood or high water.

Please let me hear from you as I want to improve the place in the near future.

Yours truly,

MRS. OLLIE HINES.

P. S. If this should go to the Commissioner. Please give it to him.

FORM E-123

H. B. Glaisyer

RECEIVED
JAN 31 1958
FOR FILING

35-1107

ok Jwill 1/16/58

— 4777

COMMISSIONERS
CHAS. H. REYNOLDS, CHAIRMAN
LA GRANDE
M. K. MCIVER, MEMBER
PORTLAND
ROBERT B. CHESSMAN, MEMBER
ASTORIA
H. B. GLAISYER, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

W. C. WILLIAMS
STATE HIGHWAY ENGINEER
FORREST COOPER
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
COUNSEL

December 12, 1957

AGENDA
JAN 16 1958
2-b
2 b

Oregon State Highway Commission

Re: Report of the trial of
Carl Ringstmeyer vs. State of Oregon
L-2609 Case No. 1892

Gentlemen:

There is attached hereto a report by Mr. John McLean on the trial of the above case which is explanatory and interesting. It is being forwarded to you for your information.

Very truly yours,

L. I. LINDAS
Chief Counsel

LIL:br
Attachment
cc: W. C. Williams
Forrest Cooper
H. B. Glaisyer
C. H. Maison
Robert Y. Thornton

NOTED
H. B. GLAISYER

C. C. R.

FORM E-90 25M 9-51 92818

# OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
December 9, 1957

SUBJECT: REPORT OF TRIAL

To: Mr. Leonard I. Lindas
Chief Counsel
OFFICE

Carl Ringstmeyer
vs.
State of Oregon
Our File L-2609
Case Mo. 1893

COPY

Jones-Ranch-Mitchell Section
John Day Highway
Inverse Condemnation Case
Summons received Aug. 20, 1956

This is a report on the trial of the second of the nine Mitchell flood cases. The trial was held in Fossil, commencing on December 3 and ending on December 6, 1957, before a jury, Judge Howell presiding. Present for the State were Fred Morgan and myself.

Plaintiff's case on liability consisted of three parts: (1) the floods in Mitchell in 1927 and 1937 were larger than the one in 1956 and yet caused no damage to the Ringstmeyer property; therefore, the highway fill opposite his property was responsible for the damage in 1956; (2) an expert witness stating that no water would have been on the property had the highway not been there in 1956 at the time of the flood; (3) lay testimony that the flood hit the highway fill and "bounced" back onto the property.

Our expert, Mr. Hickson, stated that substantially the same amount of water would have been on the property if the highway had not been there at the time of the flood. He admitted, however, that in the area of greatest highway encroachment in the creek channel the water level was higher (by an unascertainable amount) as a consequence of the highway fill and that "some" of the damage was due to the highway.

We knew, of course, that this would be Hickson's testimony. As originally conceived it was our position that (1) the plaintiff must prove how much of the damage the highway caused; (2) the state is liable only for such amount. Because of prior developments, including the adverse Sigfrit judgment, I felt at the trial that the chances were that we would have to pay for all the damages anyway. Therefore I abandoned our "we-only-pay-for-what-we-caused-and-only-get-title-or-an-easement-to-that-part" argument, and stipulated that if we caused the damage we would pay for the taking of the land damaged plus damages to the remainder, and get title to the land actually flooded.

The Court, rightly or wrongly (I am not certain myself), construed our admission (via Hickson) that we caused some of the damage, as foreclosing any further question as to liability. His reasoning was that the stipulation appeared to make the matter of liability and damages an "all or nothing" proposition. In any event, a directed verdict was granted plaintiff on the question of liability. The only question for the jury was as tothe amount of damages.

Ringstmeyer itemized the personal property claimed to have been lost and gave a value for each item. The total figure was $1,219.90. We called a Mrs. A. P. Jones, who, with her husband, runs a second hand store in Prineville. She heard Ringstmeyer's testimony and stated that the property described was worth $526.90.

On the real property issue, Don Peoples, an appraiser from Bend whom we have used before and who is going to testify for us in the Horigan trial next month, testified for plaintiff to a before value of $10,260.00 and an after value of $5,230.00, *i.e.*, to $5,030 for taking and damaging. This before figure was endorsed by Ringstmeyer, but he stated his remainder was worth only $2,000.00 (and that only if he could "find a stranger to sell it to").

We had three appraisers. Ed Kelsay of Redmond, former sheriff in Mitchell and a good man (but who got confused in his testimony); Roy Schee of Prineville (who has done mostly mortgage loan work), and Rod Cozad. Their appraisals, respectively were $2,750.00, $2,029.00 and $2,650.00.

Adding in the personalty figures for both sides, the valuation testimony was as follows:

Ringstmeyer - - - - $9,479.90
Peoples — - - - - - $7,569.90

Kelsay - - - - - - - $3,276.90
Schee - - - - - - - $2,555.90
Cozad - - - - - - - $3,176.90

The verdict was for $5,258.00. Although this is an obvious compromise and, I believe, generous, nevertheless the following may be pointed out: (1) some of our men were obviously low on certain items (Schee, for instance, allowed but $250.00 severance damage for a taking running within two feet of the house and garage; Kelsay allowed no damage for the loss of certain trees); (2) the lowest figure at which plaintiff would settle before trial was $7,689.00, and that figure did not include title to the land taken. As tried, we get title up to the 1956 high water mark.

Because of the charges and insinuations previously made when we did not use any of our own engineers to testify in the Sigfrit case, I called Roy Edgerton this time and, after identifying him thoroughly as to job and training and the fact he had made an investigation, asked his opinion as to the effect of the highway on plaintiff's property. Plaintiff of course objected on the grounds of no proper foundation for the opinion and the Court rightly sustained the objection. I then asked Edgerton if he were prepared to answer if allowed to; he said yes, and then I asked no more questions. In other words, in this case we had one of our men there if they wanted to hear him talk. (The lack of foundation, as you can understand, dealt with the lack of showing what cross-sections he used, etc., and was intentionally not done since the opinion, if given, would have been practically the same as Hickson's.)

JOHN C. McLEAN
Staff Attorney

JCM:amo

CC File
  Charles Peterson
  W. H. Haskin
  E. F. Saling
  G. E. Rohde
  F. A. Morgan

FORM E-123X

COMMISSIONERS
CHAS. H. REYNOLDS, CHAIRMAN, LA GRANDE
M. K. McIVER, MEMBER, PORTLAND
ROBERT B. CHESSMAN, MEMBER, ASTORIA
H. B. GLAISYER, SECRETARY, SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

RECEIVED

5-1107

AGENDA
DEC 5 1957

NOA

reported with item No. (2-m)

November [illegible], 1957

Oregon State Highway Commission

Re: [illegible], et al
vs.
State of Oregon
Our files: [illegible]
[illegible]

Gentlemen:

You will find attached hereto, a copy of the letter received by me from Mr. John [illegible] McLean pertaining to a proposed settlement of the above cases.

As you know, these cases are part of the Mitchell flood cases; however, the attorney representing the [illegible] is Mr. [illegible] of Prineville.

Mr. McLean's letter is self-explanatory. I should like to discuss the matter with you when we have a few minutes' time in Chicago at the [illegible] meeting.

Looking forward to seeing you at that time and wishing you a pleasant trip to Chicago, I am,

Very truly yours,

[illegible]
Chief Counsel

NOTED
H. B. GLAISYER

[illegible]
Attachment
cc: Forrest Cooper
[illegible] Williams
H. B. Glaisyer

reported by Leidas in connection with agenda item (2-m)
HBG

NOA

FORM 2-90 20M 9-51 [illegible]

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
October 31, 1957

SUBJECT: T. R. Gage et al.
vs.
State of Oregon
Our Files L-2800
L-2829

To: Mr. Leonard I. Lindas
Chief Counsel
OFFICE

On October 29, 1957, Jim Bodie, attorney for the plaintiffs in the above cases, was in the office to discuss the matter of settlement. As you will recall, he offered to settle both of the above cases for a total of $9,000.00, the settlement to include conveyance to the State of the property lying north of the old highway (L-2800).

We both explained to him again the Commissions reluctance to jeopardize the outcome of the forthcoming trials in the Mitchell flood cases by voluntarily making any payment on one of the cases at this time. He understood this but wondered whether it would be possible to have some sort of understanding with the Commission as respects his own cases, such that he would not have to go to the trouble and expense of getting them ready for trial. He stated that in the event some agreement was reached he would be willing to withhold the information from his client until such time as we wished, say sometime in January after the Ringstmeyer and Shown cases have been tried.

This letter is to remind you that you were to present this $9,000.00 figure to the Commission at the current meeting. You told Bodie that you would not go so far as to recommend that the Commission pay this amount.

As respects the basis for settlement, I offer the following data:

Bodie's demand

| L-2800 (North of H/W) | | L-2829 (South of H/W) |
|---|---|---|
| House | $6,000.00 | $1,400.00<br>(damages and destroyed personalty) |
| Land | 2,500.00 | |
| Personalty | 1,873.50 | |
| | $10,373.50 | |

Total both cases — $11,773.50

Our Appraisals

| | L-2800 | | | L-2829 |
|---|---|---|---|---|
| | Realty | Personalty | Total | Damage |
| Kerr: | $3,275.00 | $1,375.00 | $4,650.00 | $700.00 |
| Cozad: | $3,775.00 | $1,800.00 | $5,575.00 | $500.00 |
| Schee: | $4,125.00 | $1,925.00 | $6,050.00 | $890.00 |

Totals - Both Cases

| | |
|---|---|
| Kerr | $5,350.00 |
| Cozad | $6,075.00 |
| Schee | $6,940.00 |

It should be noted that all of the personal property north of the highway was destroyed. The damage figure for the south side of the highway includes damage to personal property but does not include the full value thereof, that is to say, the full market value is not allowed for as would be in the case of a complete taking or destruction of the machinery and parts.

As you can see, our high appraisals totaled in both cases to $6,940.00, as compared with the total demand of $11,773.50. As a basis for compromising on a figure of $9,000.00 or thereabouts, I should point out that each of our appraisers mentioned having heard rumors to the effect that the prior owner of the property north of the road, Mr. Jackson, had spent $4,000.00 on improving that property several years before the flood, but since they could not confirm these accounts they did not allow for it in their appraisals. Mr. Bodie has furnished me affidavits signed by that same Mr. Jackson and his brother, stating that the sum of $4,000.00

was in fact expended in improving the property shortly before the flood. I call this to your attention because I feel that it would be admissible in evidence and our people would not be in a position to deny it on the basis of their investigations.

All things considered, I do not believe the $9,000.00 figure is very far out of line.

John C McLean

JOHN C. McLEAN
Staff Attorney

JCM:amo

FORM E-123X 50M 5-57

COMMISSIONERS
CHAS. H. REYNOLDS, CHAIRMAN
LA GRANDE
M. K. McIVER, MEMBER
PORTLAND
ROBERT B. CHESSMAN, MEMBER
ASTORIA
H. B. GLAISYER, SECRETARY
SALEM

RECEIVED
SEP 23 1957

5-1107

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

September 18, 1957 A:O:IT:RMW:meb

NOT
W. C. WILLIAMS

United States Treasury Department
Internal Revenue Service
District Director
Portland, Oregon

Attention Miss Margaret E. Bachman

Re: Carl Ringstmeyer
vs.
State of Oregon
Case No. 1893
Our File L-2609

Gentlemen:

I have for reply your letter of September 13, 1957, to Mr. W. C. Williams concerning damage to the Carl Ringstmeyer property in Mitchell.

As a consequence of the July 13, 1956, flood in Mitchell, ten lawsuits have been filed by various Mitchell residents against the State of Oregon, by and through its State Highway Commission, of which the above case is one. Technically, these cases are claims in "inverse condemnation," which means that the plaintiff-landowner claims that the State has "taken" his property for a public use to the same extent as though the State had brought an action in eminent domain and formally condemned the property.

Only one of these cases has been tried. That involved the Lena Sigfrit property, which is immediately adjacent to and west of the Ringstmeyer property you are concerned with. In the Sigfrit case judgment was entered against the State for $15,000.00 (plus interest and costs), that being the sum stipulated by the parties as being the fair market value of the entire property, including personal property thereon, at the date of the flood.

Contrary to the situation in the Sigfrit case, the Ringstmeyer property was not totally destroyed. One corner of the lot was flooded and several sheds, with contents, were washed away. Since the case has not been tried, there has been no adjudication either of responsibility or of value. In the complaint, however, Mr. Ringstmeyer alleges a loss of $6,250.00 in realty and $1,439.50 in personalty. For what it is worth, the maximum realty damage according to three appraisers for the State was $850.00.

Yours very truly,

LEONARD I. LINDAS
Chief Counsel

RECEIVED
SEP 19 1957
OFFICE OF
STATE HIGHWAY ENGINEER

JCM:amo
cc - W. C. Williams

U. S. TREASURY DEPARTMENT
INTERNAL REVENUE SERVICE
DISTRICT DIRECTOR
PORTLAND, OREGON

Mc

September 13, 1957

IN REPLY REFER TO
A:O:IT:RMW:meb

Mr. W. C. Williams,
State Highway Engineer
State Highway Bldg.
Salem, Oregon

In re: Carl Ringstmeyer vs.
State of Oregon
L-1893

Dear Mr. Williams,

We are endeavoring to ascertain whether or not the above named taxpayer is entitled to claim a casualty loss and if so, the amount of the loss.

We would be grateful for any assistance you could give us in this matter. If you have any records regarding this matter, could you tell us what action has been taken by the court in this case and if a decision was rendered what was the amount of the flodd loss determined and what was the amount of damages, if any that were paid to the plaintiff.

Inasmuch as this was a flash flood that struck Mitchell in Wheeler County, Oregon, July 13, 1956 there are undoubtedly many claims and if these claims have not been settled and if you have not received any information relative to them, perhaps you could tell us to whom we should direct our inquiry.

Thank you for your cooperation.

Very truly yours,

RUSSELL M. WILLS, Chief
Office Audit Branch

By Margaret E. Bachman
Margaret E. Bachman
Office Auditor

RECEIVED
SEP 1[illegible]
[illegible]

8/27/57

NOTED
W. C. WILLIAMS

25-1107

September 13, 1957

A:O:IT:RMW:meb

Mr. W. C. Williams,
4777 State Highway Engineer
State Highway Bldg.
Salem, Oregon

In re: Carl Ringstmeyer vs.
State of Oregon
L-1893

Dear Mr. Williams,

We are endeavoring to ascertain whether or not the above named taxpayer is entitled to claim a casualty loss and if so, the amount of the loss.

We would be grateful for any assistance you could give us in this matter. If you have any records regarding this matter, could you tell us what action has been taken by the court in this case and if a decision was rendered what was the amount of the flood loss determined and what was the amount of damages, if any that were paid to the plaintiff.

Inasmuch as this was a flash flood that struck Mitchell in Wheeler County, Oregon, July 13, 1956 there are undoubtedly many claims and if these claims have not been settled and if you have not received any information relative to them, perhaps you could tell us to whom we should direct our inquiry.

Thank you for your cooperation.

Very truly yours,

RUSSELL M. WILLS, Chief
Office Audit Branch

By
Margaret E. Bachman
Office Auditor

(Original sent to Legal Dept.)

8/27/57

RECEIVED
SEP 4 - 1957
FOR FILING

35-1107

4377

The Chief Counsel presented to the Commission a proposed basis of settlement in connection with the Mitchell flood damage cases in which the State is being sued for damages by a number of Mitchell property owners. He reported that an adverse decision to the State was rendered in the Sigfrit case, which was the first one tried. He presented a written summary of the cases which are pending and pointed out that all of the cases listed in the summary are represented by two attorneys, Mr. Roy Kilpatrick of John Day, and Mr. Owen Panner of Bend, by whom he has been approached with an offer to settle the entire group for the sum of $145,000—the State to take title to all of the property involved. The Chief Counsel and the Commissioners thereupon discussed the pros and cons of the State's liability in the various cases. After such discussion the Commission accepted the Chief Counsel's report and authorized him to continue negotiation for a settlement on a lump-sum basis if possible, with the understanding that any settlement that is reached will not be binding until approved by the Commission.

NOTED
H. B. Cl[illegible]ER

GER:PW

8/27/57

MITCHELL FLOOD SUITS AND CLAIMS

| Case Name and Number | Title Insurance Available | Kind of Case | Plaintiff's (Claimant's) Demand | | | | |
|---|---|---|---|---|---|---|---|
| | | | Complaint | | | | |
| | | | Personalty | Realty | Atty. fee | Total personalty and realty | Total Takin |
| Sigfrit, Lena<br>L-2606<br>#1889 | Yes | Total (house gone) | $ 9,328.43 | $ 18,000.00 | As set by Court | $ 27,828.43 | $ 15,000 |
| Folston, Gilbert<br>L-2607<br>#1890 | Except for tract #1 | Total (house gone) | $ 8,814.85 | $ 15,000.00 | $ 7,140.00 | $ 23,814.85 | $ 14,81 |
| Blalock, Ezra<br>L-2610<br>#1891 | Yes | Total (3 houses gone) | $ 8,138.51 | $ 13,000.00 | $ 6,342.00 | $ 21,138.51 | $ 15,13 |
| Payne, J. B.<br>L-2604<br>#1892 | On tract #1 only; #2 sold to others; #3 too indefinite | Some bldgs. gone; some remain damaged | $ 1,114.50 | $ 18,885.50 | $ 6,000.00 | $ 20,000.00 | $ 13,40 |
| Ringstmeyer, Carl<br>L-2609<br>#1893 | Yes | Partial (shed gone) | $ 1,439.50 | $ 6,250.00 | $ 2,300.00 | $ 7,689.50 (as pleaded for partial; $20,000.00 for total) | $ 12,00 |
| Shown, P. N.<br>L-2608<br>#1894 | Yes | Total (Bldg. not gone) | — | $ 17,500.00 | $ 5,250.00 | $ 17,500.00 | $ 17,50 |
| Brookshire, E. B.<br>L-2611<br>#1895 | Yes | Partial (shed gone) | $ 1,408.03 | $ 1,200.00 | $ 750.00 | $ 2,348.00 (as pleaded for partial; $ 15,000.00 for total) | $ 9,50 |
| Folston, Ralph, Sr.<br>L-2603<br>#1896 | — | Total (trailer house gone) | $ 3,242.90 | — | $ 975.00 | $ 3,242.90 | $ 1,50 |
| Jones, Clarence<br>L-2605<br>#1897 | Yes except for tract #4 | Total (bldgs. gone) | $34,792.57 | $36,000.00 | $21,240.00 | $ 70,792.57 | $ 60,79 |
| | Totals | | $68,279.29 | $125,835.50 | $49,997.00 | $194,354.76<br>$219,317.26 w/amendments | $159,6 |
| Brookshire, E. B. (claim-to-be) | — | Total ? | $ 750.00 | — | — | $ 750.00 | (inclu<br>E.B.Broo |
| Harnden Hattie (claim) | — | Total ? | $ 500.00 | — | — | $ 500.00 | $ 50 |
| | | | | | Totals | $220,567.00 (w/amendments) | $160,14 |

$219,317.00 total demand in complaints (with amendments)

$220,567.00 total demand in complaints (with amendments) and claims
49,997.00 total attorney fees
$270,564.00 total claim and complaint demand, plus attorney fees

4,500.00 costs (assuming $500 each for 9 cases)
$275,064.00 total of claims, complaints, attorneys fees, and costs

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| L-2606<br>#1889 | | Total (house gone) | $ 9,328.43 | $ 18,000.00 | As set by Court | $ 27,828.43 | $ 15,000. |
| Folston, Gilbert L-2607 #1890 | Except for tract #1 | Total (house gone) | $ 8,814.85 | $ 15,000.00 | $ 7,140.00 | $ 23,814.85 | $ 14,814. |
| Blalock, Ezra L-2610 #1891 | Yes | Total (3 houses gone) | $ 8,138.51 | $ 13,000.00 | $ 6,342.00 | $ 21,138.51 | $ 15,138. |
| Payne, J. B. L-2604 #1892 | On tract #1 only; #2 sold to others; #3 too indefinite | Some bldgs. gone; some remain damaged | $ 1,114.50 | $ 18,885.50 | $ 6,000.00 | $ 20,000.00 | $ 13,403.5 |
| Ringstmeyer, Carl L-2609 #1893 | Yes | Partial (shed gone) | $ 1,439.50 | $ 6,250.00 | $ 2,300.00 | $ 7,689.50 (as pleaded for partial; $20,000.00 for total) | $ 12,000.0 |
| Shown, P. N. L-2608 #1894 | Yes | Total (Bldg. not gone) | — | $ 17,500.00 | $ 5,250.00 | $ 17,500.00 | $ 17,500.0 |
| Brookshire, E. B. L-2611 #1895 | Yes | Partial (shed gone) | $ 1,408.03 | $ 1,200.00 | $ 750.00 | $ 2,348.00 (as pleaded for partial; $ 15,000.00 for total) | $ 9,500.0 |
| Folston, Ralph, Sr. L-2603 #1896 | — | Total (trailer house gone) | $ 3,242.90 | — | $ 975.00 | $ 3,242.90 | $ 1,500.00 |
| Jones, Clarence L-2605 #1897 | Yes except for tract #4 | Total (bldgs. gone) | $34,792.57 | $36,000.00 | $21,240.00 | $ 70,792.57 | $ 60,792.57 |
| | Totals | | $68,279.29 | $125,835.50 | $49,997.00 | $194,354.76<br>$219,317.26 w/amendments | $159,649.4 |
| Brookshire, E. B. (claim-to-be) | — | Total ? | $ 750.00 | — | — | $ 750.00 | (included i<br>E.B.Brookshir |
| Harnden Hattie (claim) | — | Total ? | $ 500.00 | — | — | $ 500.00 | $ 500.00 |
| | | | | | Totals | $220,567.00 (w/amendments) | $160,149.00 |

$219,317.00 total demand in complaints (with amendments)

$220,567.00 total demand in complaints (with amendments) and claims
49,997.00 total attorney fees
$270,564.00 total claim and complaint demand, plus attorney fees

4,500.00 costs (assuming $500 each for 9 cases)
$275,064.00 total of claims, complaints, attorneys fees, and costs

$288,298.00 grand total, including interest at 6% for 1 year

| Total personalty and realty | Total Taking | Partial Taking | % of Total demand | Highway Commission | Kelsay | Schee | Cozad | ment | ing Attorney fees | |
|---|---|---|---|---|---|---|---|---|---|---|
| $ 27,828.43 | $ 15,000.00 | — | 54% | — | $ 6,853 | $ 6,200 | $ 6,335 | $ 15,000 plus costs | 54% | Ca<br>$15<br>fee<br>law<br>(29 |
| $ 23,814.85 | $ 14,814.85 | — | 62% | $ 14,814.85 | $ 5,614 | $ 5,520 | $ 5,528 | $ 10,400 | 44% | $5,<br>4,<br>$10 |
| $ 21,138.51 | $ 15,138.51 | — | 72% | $ 15,138.51 | $ 6,020 | $ 5,900 | $ 5,490 | $ 9,800 | 46% | $5,<br>4,<br>$9, |
| $ 20,000.00 | $ 13,403.50 | $ 8,114.00 | 67% (total taking) | $ 13,403.50 (total taking) | $12,289<br>$ 6,727 damage | $11,640<br>$ 5,340 damage | $10,944<br>$ 4,072 damage | $ 12,600 | 63% | $11<br>1 |
| $ 7,689.50 (as pleaded for partial; $20,000.00 for total) | $ 12,000.00 | $ 7,689.00 | 60% (total taking) | $ 7,129.00 (total) | $ 5,550<br>$ 854 damage | $ 5,690<br>$ 720 damage | $ 5,650<br>$ 800 damage | $ 7,000 | 35% | $5,<br>1,<br>$6, |
| $ 17,500.00 | $ 17,500.00 | $ 7,159.00 * | 100% (total taking) | — | $13,896<br>no damage | $13,000<br>no damage | $14,310<br>no damage | $ 13,775 | 78% | *<br>All<br>hin<br>flo<br>tan<br>ave |
| 2,348.00 as pleaded for partial; 15,000.00 for total) | $ 9,500.00 | $ 2,348.03 | 63% (total taking) | $ 9,500.00 | $ 8,404<br>$ 504 damage | $10,204<br>$ 504 damage | $ 9,900<br>$ 580 damage | * $ 9,500 | 63% | *In<br>cla<br>Ave<br>$9, |
| 3,242.90 | $ 1,500.00 | — | 46% | $ ~~15,000.00~~ 1500.00 | $ 775 (trailer) | $ 800 (trailer) | $ 750 (trailer) | $ 1,500 | 46% | $ 7<br>3<br>$11 |
| 70,792.57 | $ 60,792.57 | — | 86% | $ 49,000.00 | $18,624 | $18,336 | $18,900 | $ 42,600 | 60% | $18<br>1<br>1<br>$42 |
| $194,354.76<br>$219,317.26 w/amendments | $159,649.43 | | 73% of amended total | | | | | $122,175 | see below | |
| 750.00 | (included in E.B.Brookshire) | — | 67% | ($500 included in E. B. Brookshire settlement) | — | — | — | ? | ? | Need<br>Broo<br>stil |
| 500.00 | $ 500.00 | — | 100% | $ 500.00 | — | — | — | ? | ? | Need<br>incl |
| 220,567.00 (w/amendments) | $160,149.00 | | 73% | 108,985<br>$123,485.86 (plus interest)<br>~~$130,894.00~~ | | | | | | |

Grand total including interest at 6% for 1 year

$122,175.00 total (excl
$123,238.00 total inclu
$130,632.00 grand tota

Grand total (excluding
(a) total (amended
(b) total (amended
(c) total (amended
and

(a)
$\frac{123,238}{220,567} = 56\%$

$\frac{123,}{270,}$

## OOD SUITS AND CLAIMS

| (Claimant's) Demand | | | | Settlement to be presented to Highway Commission | State's Appraisals (realty only) | | | Recommended Settlement | % of demand for total (excluding Attorney fees | |
|---|---|---|---|---|---|---|---|---|---|---|
| | Compromise | | | | | | | | | |
| Total personalty and realty | Total Taking | Partial Taking | % of Total demand | | Kelsay | Schee | Cozad | | | |
| $ 27,828.43 | $ 15,000.00 | --- | 54% | --- | $ 6,853 | $ 6,200 | $ 6,335 | $ 15,000 plus costs | 54% | Ca<br>$1<br>fe<br>la<br>(2 |
| $ 23,814.85 | $ 14,814.85 | --- | 62% | $ 14,814.85 | $ 5,614 | $ 5,520 | $ 5,528 | $ 10,400 | 44% | $5<br>4<br>$1 |
| $ 21,138.51 | $ 15,138.51 | --- | 72% | $ 15,138.51 | $ 6,020 | $ 5,900 | $ 5,490 | $ 9,800 | 46% | $5<br>4<br>$9 |
| $ 20,000.00 | $ 13,403.50 | $ 8,114.00 | 67% (total taking) | $ 13,403.50 (total taking) | $12,289<br>$ 6,727 damage | $11,640<br>$ 5,340 damage | $10,944<br>$ 4,072 damage | $ 12,600 | 63% | $1 |
| $ 7,689.50 (as pleaded for partial; $20,000.00 for total) | $ 12,000.00 | $ 7,689.00 | 60% (total taking) | $ 7,129.00 (total) | $ 5,550<br>$ 854 damage | $ 5,690<br>$ 720 damage | $ 5,650<br>$ 800 damage | $ 7,000 | 35% | $5<br>1<br>$6 |
| $ 17,500.00 | $ 17,500.00 | $ 7,159.00 * | 100% (total taking) | --- | $13,896<br>no damage | $13,000<br>no damage | $14,310<br>no damage | $ 13,775 | 78% | *<br>Al<br>hi<br>fl<br>ta<br>av |
| $ 2,348.00 (as pleaded for partial; $ 15,000.00 for total) | $ 9,500.00 | $ 2,348.03 | 63% (total taking) | $ 9,500.00 | $ 8,404<br>$ 504 damage | $10,204<br>$ 504 damage | $ 9,900<br>$ 580 damage | * $ 9,500 | 63% | *I<br>cl<br>Av<br>$9 |
| $ 3,242.90 | $ 1,500.00 | --- | 46% | 1500.00<br>$ ~~15,000.00~~ | $ 775 (trailer) | $ 800 (trailer) | $ 750 (trailer) | $ 1,500 | 46% | $ 7<br>3<br>$1 |
| $ 70,792.57 | $ 60,792.57 | --- | 86% | $ 49,000.00 | $18,624 | $18,336 | $18,900 | $ 42,600 | 60% | $1<br>1<br>$4 |
| $194,354.76<br>$219,317.26 w/amendments | $159,649.43 | | 73% of amended total | | | | | $122,175 | see below | |
| $ 750.00 | (included in E.B.Brookshire) | --- | 67% | ($500 included in E. B. Brookshire settlement) | --- | --- | --- | ? | ? | Nee<br>Bro<br>sti |
| $ 500.00 | $ 500.00 | --- | 100% | $ 500.00 | --- | --- | --- | ? | ? | Nee<br>inc |
| $220,567.00 (w/amendments) | $160,149.00 | | 73% | 108 785<br>$123,485.86 (plus interest)<br>~~$130,694.00~~ Grand total including interest at 6% for 1 year | | | | | | |

$122,175.00 total (exc
$123,238.00 total incl
$130,632.00 grand tota

Grand total (excluding
(a) total (amended

| ment be nted ay ssion | State's Appraisals (realty only) | | | Recommended Settlement | % of demand for total (excluding Attorney fees | Recommended Settlement Derivation<br>* Comments * |
|---|---|---|---|---|---|---|
| | Kelsay | Schee | Cozad | | | |
| — | $ 6,853 | $ 6,200 | $ 6,335 | $ 15,000 plus costs | 54% | Case tried; judgment for plaintiff for $15,000 plus $562.96 costs. No attorney fees allowed (at request of plaintiff's lawyers). Personalty appraised at $2,663 (29% of asked price.) |
| 4.85 | $ 5,614 | $ 5,520 | $ 5,528 | $ 10,400 | 44% | $5,554 realty (average)<br>4,847 personalty (55% of value alleged)<br>$10,401 But he spent $3000 remodeling; had best furniture of the lot; lost but 1 gun |
| 38.51 | $ 6,020 | $ 5,900 | $ 5,490 | $ 9,800 | 46% | $5,803 realty (average)<br>4,000 personalty (approximately 50% of their claim, which asks new prices and does not conform to report of modest furnishing.)<br>$9,803 |
| 03.50 l g) | $12,289<br>$ 6,727 damage | $11,640<br>$ 5,340 damage | $10,944<br>$ 4,072 damage | $ 12,600 | 63% | $11,624 realty (average)<br>1,000 personalty (plaintiff's prices do not appear inflated) |
| 129.00 al) | $ 5,550<br>$ 854 damage | $ 5,690<br>$ 720 damage | $ 5,650<br>$ 800 damage | $ 7,000 | 35% | $5,630 realty (average)<br>1,000 personalty (prices asked not out of line) plus amount for plumbing and 12 fruit trees not mentioned by our appraisers; i.e. $7,000.<br>$6,630 |
| — | $13,896<br>no damage | $13,000<br>no damage | $14,310<br>no damage | $ 13,775 | 78% | *Allows $2200 for constructing wall-dyke behind property; includes fee behind bldg. and flood easement over rest; State to give septic tank easement. Settlement recommended is average of our appraisers. |
| 00.00 | $ 8,404<br>$ 504 damage | $10,204<br>$ 504 damage | $ 9,900<br>$ 580 damage | * $ 9,500 | 63% | *Includes settlement of $750 E. B. Brookshire claim.<br>Average of our appraisers for realty alone is $9,503. |
| 500.00 ~~00.00~~ | $ 775 (trailer) | $ 800 (trailer) | $ 750 (trailer) | $ 1,500 | 46% | $ 775 trailer (average)<br>350 oxygen machine<br>$1125 plus $375 for personal effects |
| 00.00 | $18,624 | $18,336 | $18,900 | $ 42,600 | 60% | $18,620 realty (average)<br>1,500 pumps and tanks<br>13,500 equip. (average Kelsay estimate)<br>3,750 merchandise (average Kelsay estimate)<br>5,250 furniture (50% of what they appear to ask) or $42,600.<br>$42,620 |
| | | | | $122,175 | see below | see below |
| includ- E. B. shire ment) | — | — | — | ? | ? | Need itemized claim, but $500 allowed in E.B. Brookshire for this claim because total was still less than our appraisal for land alone. |
| 500.00 | — | — | — | ? | ? | Need itemization of claim; perhaps should be included in suit for fee (Payne?) |

185
~~485~~.86
interest)
~~694.00~~ Grand total including interest at 6% for 1 year

$122,175.00 total (excluding Sigfrit costs and Harnden claim)
$123,238.00 total including Sigfrit costs and $500 for Harnden.
$130,632.00 grand total (including interest at 6% for 1 year)

Grand total (excluding interest) as a % of:
(a) total (amended) demand and claims . . . . . . . . 56%
(b) total (amended) demand, claims, attorney fees . 46%
(c) total (amended) demand, claims, attorney fees, and costs . . . . . . . . . . . . . . . . . 45%

| | | | | | | |
|---|---|---|---|---|---|---|
| - | $ 6,853 | $ 6,200 | $ 6,335 | $ 15,000<br>plus<br>costs | 54% | Case tried; judgment for plaintiff for $15,000 plus $562.96 costs. No attorney fees allowed (at request of plaintiff's lawyers). Personalty appraised at $2,663 (29% of asked price.) |
| 4.85 | $ 5,614 | $ 5,520 | $ 5,528 | $ 10,400 | 44% | $5,554 realty (average)<br>4,847 personalty (55% of value alleged)<br>$10,401 But he spent $3000 remodeling; had best furniture of the lot; lost but 1 gun |
| 8.51 | $ 6,020 | $ 5,900 | $ 5,490 | $ 9,800 | 46% | $5,803 realty (average)<br>4,000 personalty (approximately 50% of their claim, which asks new prices and does not conform to report of modest furnishing.)<br>$9,803 |
| 3.50<br>1<br>g) | $12,289<br>$ 6,727 damage | $11,640<br>$ 5,340 damage | $10,944<br>$ 4,072 damage | $ 12,600 | 63% | $11,624 realty (average)<br>1,000 personalty (plaintiff's prices do not appear inflated) |
| 9.00<br>1) | $ 5,550<br>$ 854 damage | $ 5,690<br>$ 720 damage | $ 5,650<br>$ 800 damage | $ 7,000 | 35% | $5,630 realty (average)<br>1,000 personalty (prices asked not out of line) plus amount for plumbing and 12 fruit trees not mentioned by our appraisers; i.e. $7,000.<br>$6,630 |
| - | $13,896<br>no damage | $13,000<br>no damage | $14,310<br>no damage | $ 13,775 | 78% | *Allows $2200 for constructing wall-dyke behind property; includes fee behind bldg. and flood easement over rest; State to give septic tank easement. Settlement recommended is average of our appraisers. |
| .00 | $ 8,404<br>$ 504 damage | $10,204<br>$ 504 damage | $ 9,900<br>$ 580 damage | *<br>$ 9,500 | 63% | *Includes settlement of $750 E. B. Brookshire claim.<br>Average of our appraisers for realty alone is $9,503. |
| 0.00<br>~~0.00~~ | $ 775 (trailer) | $ 800 (trailer) | $ 750 (trailer) | $ 1,500 | 46% | $ 775 trailer (average)<br>350 oxygen machine<br>$1125 plus $375 for personal effects |
| .00 | $18,624 | $18,336 | $18,900 | $ 42,600 | 60% | $18,620 realty (average)<br>1,500 pumps and tanks<br>13,500 equip. (average Kelsay estimate)<br>3,750 merchandise (average Kelsay estimate)<br>5,250 furniture (50% of what they appear to ask) or $42,600.<br>$42,620 |
| | | | | $122,175 | see below | see below |
| clud-<br>B.<br>ire<br>ent) | — | — | — | ? | ? | Need itemized claim, but $500 allowed in E.B. Brookshire for this claim because total was still less than our appraisal for land alone. |
| 0.00 | — | — | — | ? | ? | Need itemization of claim; perhaps should be included in suit for fee (Payne?) |

5.86
erest)
~~4.00~~ Grand total including interest at 6% for 1 year

$122,175.00 total (excluding Sigfrit costs and Harnden claim)
$123,238.00 total including Sigfrit costs and $500 for Harnden.
$130,632.00 grand total (including interest at 6% for 1 year)

Grand total (excluding interest) as a % of:

| | |
|---|---|
| (a) total (amended) demand and claims . . . . . . . . | 56% |
| (b) total (amended) demand, claims, attorney fees . | 46% |
| (c) total (amended) demand, claims, attorney fees, and costs . . . . . . . . . . . . . . | 45% |

(a) $\frac{123,238}{220,567} = 56\%$   (b) $\frac{123,238}{270,564} = 46\%$   (c) $\frac{123,238}{275,064} = 45\%$

FORM E-128

H. B.

RECEIVED
AUG 26 1957
FOR FILING

-1127

4772

COMMISSIONERS
CHAS. H. REYNOLDS, CHAIRMAN
LA GRANDE
M. K. MCIVER, MEMBER
PORTLAND
ROBERT B. CHESSMAN, MEMBER
ASTORIA
H. B. GLAISYER, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

W. C. WILLIAMS
STATE HIGHWAY ENGINEER
FORREST COOPER
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
COUNSEL

AGENDA
AUG 8 1957

2-f-4

July 23, 1957

Oregon State Highway Commission

Re: Report of institution of case of T. R. Gage, et al, v. State.

Gentlemen:

There was served upon the Secretary to the Commission on the 18th day of July, 1957, the case of T. R. Gage, Darlene Gage, Willard Gage and Rosie Gage v. State of Oregon, by and through its State Highway Commission. This case was filed in the Circuit Court of the State of Oregon for the County of Wheeler and is a Mitchell flood case. This case is a companion case to the other Gage case that I reported to you on the 21st day of June, 1957.

As you are aware, we are at this time in consultation with the attorneys representing the bulk of plaintiffs in the Mitchell flood cases who have made overtures pertaining to a settlement of all of the cases. We have the assurance of the attorney representing the Gages that their cases will be held in abeyance pending the outcome of the consultation. The attorneys representing the majority of the claimants are Mr. Owen Panner and Roy Kilpatrick. The attorney representing the Gages is Mr. James F. Bodie of Prineville, Oregon.

Please be assured that this matter will be given its necessary attention and we shall keep you fully informed of all developments.

Very truly yours,

LEONARD I. LINDAS
Chief Counsel

LIL:br
cc: W. C. Williams
Forrest Cooper
H. B. Glaisyer
Robert Y. Thornton
C. H. Maison
E. A. Collier
John A. Phillips

NOTED
H. B. GLAISYER

E C R.

FORM E-123

COMMISSIONERS
CHAS. H. REYNOLDS, CHAIRMAN
LA GRANDE
M. K. MCIVER, MEMBER
PORTLAND
ROBERT B. CHESSMAN, MEMBER
ASTORIA
H. B. GLAISYER, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

W. C. WILLIAMS
STATE HIGHWAY ENGINEER
FORREST COOPER
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
COUNSEL

H. B. Glaisyer

RECEIVED
JUL [illegible] 1957
FOR FILING

35-1107

4717

June 21, 1957

AGENDA
JUN 27 1957

2-g-4

Oregon State Highway Commission

Re: Report of institution of case of
T. R. Gage, et al, vs. State.

Gentlemen:

This is to report to you the filing of the case of T. R. Gage, et al, vs. State Highway Commission, a copy of the summons and complaint being served upon this office on the 20th of June, 1957. The case was filed on behalf of the plaintiffs by James F. Bodie, attorney at law at Prineville, and was filed in the Circuit Court of the State of Oregon, for the County of Wheeler, and it is a case involving the flood at Mitchell.

This case is identical to the others that have been filed against us involving this flood, and the amount of money being asked, in this instance, is $23,175 which is for the loss of the improvements upon real property located in Mitchell, together with three parcels of personalty.

This matter has been referred to the Trial Section for handling, and we shall do everything we can to protect the interests of the State Highway Commission in this instance, and will keep you fully informed of the progress of the matter.

Very truly yours,

LEONARD I. LINDAS
Chief Counsel

LIL:br
cc: W. C. Williams
Forrest Cooper
H. B. Glaisyer
C. H. Maison
Robert Y. Thornton
John A. Phillips
E. A. Collier

NOTED
H. B. GLAISYER

RECEIVED
JUN 21 1957
FOR FILING
[illegible]
[illegible]

Salem, Oregon
June 20, 1957

Summons and Complaint in case of T. R. Gage, et. al, vs. State Highway Commission

L. I. Lindas
Chief Counsel

In the absence of Mr. Glaisyer and Mr. Query I was served today at 9:00 a.m. with a summons and complaint in the case of T. R. Gage, et. al., Plaintiffs, vs. State of Oregon by and through its State Highway Commission, Defendant, in regard to the flood at Mitchell, Oregon, on July 13, 1956.

C. W. Head

jmc

Encls.

FORM  REVISED 2-52

COMMISSIONERS
BEN R. CHANDLER, CHAIRMAN
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE
M. K. McIVER, MEMBER
PORTLAND
H. B. GLAISYER
SECRETARY

OREGON
STATE HIGHWAY DEPARTMENT
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
W. C. WILLIAMS
1ST ASST. STATE HWY. ENGR.
W. W. STIFFLER
2ND ASST. STATE HWY. ENGR.
C. W. ENFIELD
CHIEF COUNSEL

B 33-1102

4

February [illegible], 1957

AGENDA
FEB 28 1957
6-2m

Oregon State Highway Commission

Re: Report of trial of
[illegible] vs. State of Oregon

Gentlemen:

The above case is one of nine cases instituted against the State Highway Commission for the purpose of collecting damages which resulted from a flashflood which occurred in the town of Mitchell on July 13, 1956. As you no doubt already know, trial of this first case commenced on February 19, 1957, and resulted in a mistrial upon the motion of Mr. Leonard I. Lindas and Mr. John C. [illegible], who represented the State. The motion for a mistrial was made and was allowed by the Court because of the fact that the attorneys for the plaintiffs improperly read into the record of the case, in the presence of the jury, certain remarks which had been made by a highway department employe at a time when he was under stress, and which remarks would tend to inflame and prejudice the minds of the jurors. It will, of course, be necessary to start the trial over again at a later date, and it now appears that it will be approximately May 1st before the case can once again be set down for trial.

NOTED
H. B. GLAISYER

In order that you may be fully advised of the occurrences in this matter, in which I know you are greatly interested, I am enclosing herewith a copy of a report submitted to me by Mr. Leonard I. Lindas, Chief of the Trial Section. I would like to join with him in expressing my appreciation for the complete cooperation extended by the engineering staff of the State Highway Department, since it is only through such cooperation that we can fully and adequately protect the State Highway Department in litigation.

Very truly yours,

[illegible] L. [illegible], JR.
Acting Chief Counsel

[illegible]LH:br
Enc.
cc: W. C. Williams
Forrest Cooper
H. B. Glaisyer
Robert Y. Thornton

S.F.

FORM 830—12½M—6-55—86209

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
February 25, 1957

SUBJECT: Report of the Trial of the Case of Lena Sigfrit vs. State of Oregon, by and through its State Highway Commission.

To:

Mr. R. L. May, Jr.
Acting Chief Counsel
OFFICE

L

This is one of the nine inverse condemnation actions filed against the State of Oregon by residents of Mitchell involving the construction of that segment of Highway 26 opposite the town of Mitchell in Wheeler County.

Complainants claim that the State Highway Department in constructing the highway aforesaid was responsible for the damage suffered by the Sigfrits and, as a result, have by their action taken their property for a public use.

This case came on for trial Tuesday, February 19th, in the Circuit Court of Wheeler County at Fossil, Oregon, Judge E. H. Howell presiding. Representing the plaintiff was Roy Kilpatrick of Canyon City, Owen Panner and Dennis Marvin of Bend. Appearing for the State were Leonard I. Lindas and John C. McLean.

Following a conference on Monday, it was stipulated and agreed between the parties that the fair cash market value of the property destroyed by the flood was the sum of $15,000, broken down as follows, to wit: $6,500 for the house and lot and other buildings erected thereon, and $8,500 for the personalty. Our high appraisal on the house and lot was $6,896. They had originally, by their pleadings, asked $18,500 for the realty and $9,328.43 for the personalty.

The personalty also included the personal property owned by Lawrence Sigfrit, the son of Lena Sigfrit, who resided with his mother. There had been an assignment made by Lawrence Sigfrit to Lena Sigfrit of his right, title, and interest in and to his personalty, and our research convinced us that such an assignment was legal and proper.

In agreeing that the personalty was of the value of $8,500, we did so because of two reasons. (1) That we would be unable, under any circumstances, to refute any testimony given by the plaintiff as to the personal property owned by them. (2) Lena Sigfrit is a woman of the age of 83 years and a widow, and in order to try and show valuation other than that testified to by her previously on a deposition, would necessitate a vigorous cross-examination of this woman. This result would discredit us to a great extent before a jury, who might feel that we were picking on her. Later developments disclosed that our action in stipulating to the amount of the personalty was proper because Mrs. Sigfrit, although she appeared on the witness stand for only a short time, gave a very good impression and, I feel, engendered quite a bit of sympathy in her behalf.

We were successful in keeping from the jury any opinions by lay witnesses concerning causation. That is, whether the building of the highway caused the damage. Plaintiff had one engineer witness appearing for them in their behalf, one W. B. Skogerson of Boise, Idaho. Following his direct and cross-examination, we were successful in having stricken from the case and taken from the jury any testimony given by Mr. Skogerson as to causation on the ground and for the reason that his opinion was based on pure conjecture and speculation, and nothing better than a guess.

On Thursday evening, February 21st, about four o'clock, the State commenced the defense of this action, and on Friday, February 22nd, at 9:30 a.m., we presented Mr. R. E. Hickson, our independent engineer. Mr. Hickson, in our opinion, did a very fine job of testifying and expressing his opinion concerning the case, which basically was that the construction of the highway had nothing whatsoever to do with the damage suffered by Mrs. Sigfrit, it being his opinion that the damage suffered would have occurred whether the highway was there or not. This being due primarily to the vast amount of water coming down Bridge Creek during the July 13th flood, which he estimated to be in excess of 14,000 cubic feet per second.

The next witness presented was Mr. Al Bates. On cross-examination, Mr. Bates was asked if he had an opinion whether or not the construction of the highway caused the damage. His answer to that was that he had an opinion and that his opinion was that it did not cause the damage. It was following this question that Mr. Owen Panner of the plaintiff's counsel asked the question which resulted in a mistrial. The question being this: "Isn't it a fact that you have said that anyone who lived in that God forsaken place should be washed out?"

It was at this point that a motion for a mistrial was made and the motion was granted by the judge, the judge having previously ruled that there was only one question for the jury to consider, that being: "Did the construction of the highway cause the damage suffered by Mrs. Sigfrit?" The Court had previously ruled that the matter of intention on the part of the Highway Department or foreseeability insofar as prior floods or this flood was concerned or matters of that import had nothing whatsoever to do with the case. In his opening statement, Mr. Panner reiterated the same thing; that this was an inverse condemnation case and the question was, "Did the Highway Department, by its construction of the highway, take Mrs. Sigfrit's property for a public use?" He, himself, stated that intention or foreseeability did not enter into the case.

It was the writer's feeling that this statement or the question read into the record by Mr. Panner was so inflammatory, prejudicial, and improper that the State could not get a fair trial even though the Court might have asked the jury to disregard it. We felt it would be difficult in the extreme, as it was, to overcome the natural sympathy of residents of that county for the plaintiffs, and that after such a statement, further proceedings should stop.

I wish to state at this time that the statement imputed to Mr. Al Bates was in fact made by him, but under such conditions that would tax the temperament of any man. It appeared that Mr. Bates had for 36 hours been working continuously following the flood without rest or sleep. The morning that he made the statement, he had read in a paper an article to the effect that the Highway Department had quit working over the weekend and weren't doing anything about helping out the residents of Mitchell. It was shortly following this that some comment was made to him and the answer given. I realize that it was an unguarded remark, but I also realize that under the circumstances, any of us might be likely to make such a statement. It is the hope of this writer that no disciplinary action of any kind be taken against Mr. Bates, who went out of his way to assist and aid us in the trial of this case and who made many good suggestions and who took the witness stand knowing that he might be embarrassed by being asked a question which was in fact asked, even though we knew it was improper and should not be asked.

Mr. McLean and I feel that we should, under the circumstances, name and credit others in this department with fine cooperation and assistance in our preparation for the trial of this case. We would like to single out a few who were very helpful. Mr. Roy Edgerton spent many hours and days in consultation and work with us on the trial of this case. We feel that we would not have been as well prepared as we were without his help. We would like to say the same for Mr. Frank Towle, who did a very fine job of investigating for us, and express our thanks to him and also to Mr. Dean Swift, the Division Engineer, who gave freely of his time. There were many others who aided us in this case, particularly Mr. Ed Pease and the staff who operate under Mr. Edgerton and Mr. Swift.

This was a most difficult case—even under ideal conditions—and it is only by the full cooperation of the engineers together with the legal staff that make it possible to do any sort of a job to protect our department from lawsuits that we feel are not properly founded in fact nor in law.

Mr. Lloyd Staples of the University of Oregon and Mr. R. E. Hickson, Consulting Engineer, and Mr. H. G. Smith also appeared for us and were very helpful and spent many hours in conference with us, advising and suggesting.

Since the statement that was the basis for the mistrial would apply to all of the cases filed, Judge Howell feels now that it will be approximately the 1st of April before a new jury can be empaneled and the 1st of May before the case can once again be set down for hearing. In the interim, we intend to explore the possibility of a change of venue because of the statement and the publicity given to it. I shall report on the matter of venue as soon as we have secured the local papers and have interviewed people who live in the area concerning their feeling about the mistrial.

Leonard I. Lindas

LEONARD I. LINDAS
Chief, Trial Section

LIL:pg

approximately the 1st of April before a new jury can be empaneled and the 1st of May before the case can once again be set down for hearing. In the interim, we intend to explore the possibility of a change of venue because of the statement and the publicity given to it. I shall report on the matter of venue as soon as we have secured the local papers and have interviewed people who live in the area concerning their feeling about the mistrial.

Leonard I. Lindas

LEONARD I. LINDAS
Chief, Trial Section

LIL:pg

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FOR FILING

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COMMISSIONERS
BEN R. CHANDLER, CHAIRMAN
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE
M. K. McIVER, MEMBER
PORTLAND
H. B. GLAISYER
SECRETARY

OREGON
STATE HIGHWAY DEPARTMENT
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
W. C. WILLIAMS
1ST ASST. STATE HWY. ENGR.
W. W. STIFFLER
2ND ASST. STATE HWY. ENGR.
C. W. ENFIELD
CHIEF COUNSEL

December 7, 1956

Mr. Clarence Jones

Mitchell, Oregon

Re: R-17617
Henry D. Nichols
Jones Ranch-Mitchell Section
Ochoco Highway

Dear Mr. Jones:

This is in respone to your letter of November 20, 1956, concerning your request for an additional access on the south side of Highway 26.

Our records reveal, that in addition to the existing access located at Station 718+45 on the south side of the highway, you own an access opposite Station 718+34 on the northerly side of the highway. I have been informed that you are willing to exchange the access on the northerly side of the highway for an additional access on the southerly side of the highway. I have discussed this matter with our engineers, and we are willing to recommend that the State Highway Commission approve of such an exchange. If my information is correct and if you are willing to make the exchange, please let me know and I will have the necessary instruments prepared for signature and forward the same to you.

Very truly yours,

ROBERT L. MAY, JR.
Acting Chief Counsel

RLM:aj
cc - Mr. Forrest Cooper ✓
Mr. L. H. Warfield

NOTED
FORREST COOPER

RECEIVED
DEC 10 1956
OFFICE OF
STATE HIGHWAY ENGINEER

A

RECEIVED
DEC 13 1956
FOR FILING

FORM E30—12½M—8-55—66200
35-1107
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**OREGON STATE HIGHWAY DEPARTMENT**

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
November 21, 1956

**SUBJECT:** Mitchell Flood Cases

To: Mr. W. C. Williams
State Highway Engineer
OFFICE

REFERRED TO
Paxson
If possible please have model prepared.

I believe that if a model were constructed of the Mitchell area from the eastern bridge westward past the big bend where our fill was to a cutoff point by the Texaco Station, it would greatly increase our chances of success in the trials of the Mitchell flood cases in that area. Mr. Robert L. May, Jr., shares this opinion, as I believe does Mr. Lindas.

Now that the first case has been put over until February 19, 1957, I would like to request that such a model be prepared if time permits. If possible, it should have removable "inserts" showing the graded erosion of the "big bend" prior to our fill being placed there. It should also show the amount of fill and the location of the various plaintiffs' properties. Mr. Roy Edgerton is familiar with both the engineering and legal aspects of this case and should be consulted by whoever constructs the model.

John C. McLean
JOHN C. McLEAN
Assistant Attorney

JCM:amo

CC - Mr. Robert L. May, Jr.
Mr. Roy Edgerton

No model to be prepared
RBM

12-12-56
Attorney advised no
model will be needed
RHP

R D
1956
ER

A

35-1107

OREGON STATE HIGHWAY DEPARTMENT
(date)
November 21, 1956

| | | |
|---|---|---|
| (CONTRACT NO.) | (EST. NO.) | (CONTRACTOR) |
| 4777 | 4-Post Final | Fred H. Slate Co. Oreg. Ltd &<br>E. C. Hall Co. |

| | | | |
|---|---|---|---|
| (VOUCHER NO.) | (WARRANT NO.) | (AMOUNT) | (DATE) |
| 24891 | H-166035 | $ 561.02 | 11/27/56 |

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

Ruth Rawlings
ACCOUNTING DIVISION

---

Specified completion Date: Earliest possible date

Time Extensions: none

Completion Date: Aug. 30, 1956

Date Accepted: Sept. 27, 1956

Penalties: None of record

Claims: None of record

Remarks:

---

Date: 11-27-56

To the Accounting Division:

Release of the above warrant is hereby authorized

H. B. Glaisyer
Secretary
By Lloyd Query
Ass't. Secretary

Warrant Mailed: NOV 27 1956
Ruth Rawlings

FORM E-123 50M REVISED 2-53

COMMISSIONERS
BEN R. CHANDLER, CHAIRMAN
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE
M. K. McIVER, MEMBER
PORTLAND
H. B. GLAISYER
SECRETARY

OREGON
STATE HIGHWAY DEPARTMENT
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
W. C. WILLIAMS
1ST ASST. STATE HWY. ENGR.
W. W. STIFFLER
2ND ASST. STATE HWY. ENGR.
C. W. ENFIELD
CHIEF COUNSEL

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1956
FOR FILING
11-7
BF-175(9)
4777

November 16, 1956

L - 2605
R - ~~17717~~
R - 17720

Mr. Clarence Jones
Mitchell
Oregon

Dear Mr. Jones:

Under date of October 4, 1956, you wrote to us with respect to obtaining an additional access for the service of certain property owned by you in the City of Mitchell, Oregon. I do hope you will accept our apologies for the delay in replying to your letter; however, as you know, the real property boundary lines in the Mitchell area are considerably confused and uncertain and it has been necessary for us to make a rather exhaustive examination in order to determine the precise property involved.

We would also like to have some more definite information as to exactly where you desire the accesses. I am rather inclined to believe that the Highway Commission would not favor an 80-foot access, although that, of course, is a matter for the Commission to decide. If an additional 25-foot access would be satisfactory to you, I would appreciate your letting us have the exact location at which you desire that access. Upon receipt of that information we will then be in a position to make a final determination as to your request. If you have any difficulty in locating the access, it is suggested that you contact the Division Engineer in the Highway Department Offices in Bend.

Very truly yours,

ROBERT L. MAY, JR.
Assistant Counsel

RLM:aj
cc - Mr. Forrest Cooper

NOTED
FORREST COOPER

RECEIVED
NOV 19 1956
OFFICE OF
STATE HIGHWAY ENGINEER

A

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NOV 5 1956
FOR FILING

[illegible]

4177

Salem, Oregon
November 2, 1956

Meeting in Salem office,
impending trial at Mitchell

Mr. Dean Swift
Mr. Al Bates
Mr. J. N. Morelock

Please be in the Salem office at 11:00 a.m., ~~Tuesday~~ Wed, November 7, to confer with Leonard Lindas on an impending trial at Mitchell. It is Mr. Lindas' intention to use you gentlemen as witnesses.

Forrest Cooper
Deputy State Highway Engineer

FC:me

cc Mr. Tom Edwards
Mr. E. A. Collier
Mr. Leonard Lindas

A

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35-1107

4777

## OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
October 25, 1956

SUBJECT: Mitchell flood cases

To:
Mr. W. C. Williams
State Highway Engineer
Office

✓Mr. G. S. Paxson
Assistant State Highway Engineer
Office

Judge Howell has asked that one of the Mitchell flood cases be tried November 27, 1956, and that the other cases be set over until next April. By agreement with opposing counsel, we have arranged that the case of Sigfrit v. State shall be the case tried this November.

Sometime prior to trial date Mr. Lindas and I would like to have a conference with you and Mr. Roy Edgerton concerning the various engineering matters that may be expected to arise at the trial.

John C. McLean
JOHN C. McLEAN
Assistant Attorney

JCM:bb

cc: Mr. Roy Edgerton

NOTED
G. S. PAXSON

RECEIVED
OCT 26 1956
OFFICE OF
STATE HIGHWAY ENGINEER

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OCT 29 1956
FOR FILING
35-1107
(CONTRACT NO.) 4777

A

OREGON STATE HIGHWAY DEPARTMENT
(date)
October 25, 1956

| | | | |
|---|---|---|---|
| (CONTRACT NO.) | (EST. NO.) | (CONTRACTOR) | |
| 4777 | 3-Final | Fred H. Slate Co., Oreg. Ltd & E. C. Hall | |
| (VOUCHER NO.) | (WARRANT NO.) | (AMOUNT) | (DATE) |
| 23015 | H-164144 | $ 7,881.24 | 10/25/56 |

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

Ruth Rawlings
ACCOUNTING DIVISION

Specified completion Date: Earliest possible date

Time Extensions: None

Completion Date: Aug. 30, 1956

Date Accepted: Sept. 27, 1956

Penalties: None of record

Claims: None of record

Remarks:

Date: 10-29-56

To the Accounting Division:

Release of the above warrant is hereby authorized

H. B. Glaisyer
Secretary

Warrant Mailed: OCT 29 1956
Ruth Rawlings

RECEIVED
OCT 19 1956
FOR FILING

35-1107

4777

October 19, 1956

CERTIFIED MAIL

Great American Indemnity Co.
Wells-Reed Insurance
412 Failing Bldg.
Portland 4, Oregon

Gentlemen:

State Highway Negotiated Contract No. 4777 for work performed on the Ochoco Highway near Mitchell was completed by the contractor, Fred H.Slate Co.,Oreg.Ltd. & E. C. Hall Co., on August 30, 1956 and was formally accepted by the Highway Commission on September 27, 1956.

Final payment in the amount of $7,881.24 will be released to the contractor on or after October 29, 1956. The total contract amount is $51,718.50, and the work on this project has been performed on an emergency, force account basis.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

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FOR FILING

FORM 136—50M—2-50—62956
35-1107

4777F [illegible]ED TO Paxson
Please handle

**OREGON STATE HIGHWAY DEPARTMENT**

**INTER-DEPARTMENT CORRESPONDENCE**

Salem, Oregon
October 11, 1956

**SUBJECT:** Mitchell Flood Cases

**To:** Mr. W. C. Williams
State Highway Engineer
OFFICE

Adequate preparation for the defense in the Mitchell Flood cases will require that we have an engineering opinion on each of the nine properties involved as to:

(1) The additional increment of depth (height) of the flood caused by the presence of the highway fill opposite the property;

(2) The additional width of the flood plain south onto the property caused by the presence of the fill opposite the property.

In other words, we ought to be prepared to tell the jury just how much deeper and wider the creek was, if at all, as a consequence of the highway, whether it be 1 inch or 5 feet. These figures, when all is said and done, would contain the essence of the claim or defense.

I have discussed this matter with Mr. Enfield and he endorses this request that such information be prepared if it is possible to do so.

John C. McLean
JOHN C. McLEAN
Assistant Attorney

JCM:amo

CC - Mr. G. S. Paxson

10/12/56
Edgerton is working with McLean

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[illegible] 1956
OFFICE OF
STATE HIGHWAY ENGINEER

**NOTED**
**G. S. PAXSON**

A

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[illegible] 1956
FOR FILING

FORM E-30X—50M—11-55—90225

25-1107

4777

OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
October 5, 1956

SUBJECT: Mitchell Flood Damage
July 13, 1956

To:

William H. Haskin
Property Manager

OFFICE

Please advise the Restoration Fund that we are still unable to supply them with a complete list showing actual repair costs or salvage value of the equipment damaged in the Mitchell flood.

The list of these items as it stands at present is as follows:

1 Hall Sander, #40-688, (never found) Book Value $10.00

1 Hall Sander, #54-697, some parts may be salvaged for use as replacement parts on other sanders. Value of these parts has not yet been determined.

1 Hall Sander, #54-690, no physical damage but must be completely overhauled to remove mud.

1 Power Mower, #56-640, extent of damage not yet known (this mower was not included in previous lists of equipment damaged by this flood).

The Book Value of the barrelled asphalt which was lost in the flood amounts to $812.77. This item will be included in our final billing when repair costs or salvage value has been finally determined on the above listed equipment.

John A. Phillips
John A. Phillips
Assistant Maintenance Office Engineer

JAP:jse

CC: W. W. Stiffler
Dean Swift
F. A. Starkey

NOTED
W. W. STIFFLER

RECEIVED
OCT 5 1956
OFFICE OF
STATE HIGHWAY ENGINEER

BND MCE 113 9-26-56 441P

F A STARKEY

MR COLLIER WOULD LIKE TO HAVE YOU OVERHAUL AS SOON AS POSSIBLE SANDER 54-690 AND KEEP TRACK OF LABOR COST. DO YOU THINK VALUE OF SALVAGED PARTS FROM SANDER 54-696 WOULD ABOUT EQUAL LABOR COST OF CLEANING 54-690. IF SO, WE WILL BILL RESTORATION FUND FOR TOTAL [redacted] VALUE OF 54-697 AND ASK FOR NOTHING ON 54-690.

CORRECTION THIRD LINE SHOULD BE SANDER NO 54-697.

JOHN PHILLIPS

END/DL

BND

M

MCE BND 135 9-27-56 E RXXXX 840 AM

JOHN PHILLIPS

RE UR MESG 113 WE [redacted] WILL LET YOU KNOW RE THETWO SANDERS 54-690 AND 54-697 AS SOON AS WE CAN

WE HAVE A MOWER 56-640 THAT WAS ALSO DAMAGED IN THE MITCHELL FLOOD WILL BE UNABLE TO WORK THIS O VER UNTIL LATER BUT WILL KEEP TRACK OF COSTS

F A STARKEY

END/ BRD MCE

TTTTTMTTTTT

BND MCE 79 9-20-56 910A

FLOYD A STARKEY

WAS HALL SANDER 54-690 WHICH WAS IN MITCHELL FLOOD A TOTAL LOSS OR WILL THERE BE SOME SALVAGE VALUE. HAS IT BEEN, OR WILL IT BE REPAIRED. IN THIS CASE, WE WILL NEED REPAIR COSTS AS SOON AS POSSIBLE. PLEASE EXPEDITE REPLY.

E A COLLIER

END/DL

BNE

MCE BND 107 9-20-56 158 PM

E A COLLIER

RE UR MESG 79

HALL $\overset{S}{\text{C}}$ANDER 54-690 IS APPARENTLY ALRIGHT EXCEPT IT WILL HAVE TO BE TAKEN APART AND THROROUGHLY CLEANED

SANDER 54-697 MAYBE 5 PER CETN OF PARTS CAN BE USED FOR REPLACEMENT ON OTHER SANDERS

F A STARKEY

END/ BRD MCE

TTTTMTTTMT

OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE

Redmond, Oregon
August 16, 1956

SUBJECT: Restoration Fund Application
Equipment Loss in Mitchell Flood

To: Mr. Dean Swift
Division Engineer
Oregon State Highway Department
Bend, Oregon

[illegible]

| | | |
|---|---|---|
| Sander 40-688: Never did locate | | 10.[illegible] |
| Dump Truck 53-483: | | |
| Dump bed 2 miles below Mitchell - Salvage value<br>No trace of motor or chassis | $ 0.00 | |
| Hall Sander 54-690: | | |
| To be repaired by Bend Shop - Cost to repair | Unknown | 656[illegible] |
| Hall Sander 54-697: | | |
| Found 3 miles below Mitchell - Salvage value | 0.00 | 6[illegible] |
| Asphalt Kettle 50-556: | | |
| No trace found | — | 334.74 |
| Wagner Scoopmobile 48-999: | | |
| Located 2 miles below Mitchell - Salvage value | 100.00 | 350.00 |
| **Barreled Asphalt:** | | |
| 6000 gal. 150-200, (25.32 ton) - $32.10 per ton | 812.77 | |
| Plus cost to remove from fields and cover in fills (Approx.) | 1100.00 | |
| Cost to remove 3 feet of mud from buildings | 295.00 | |
| Other costs and losses, small tools, repair mower 56-640 | 300.00 | |

Alfred W. Bates
District Maintenance Superintendent

AWB:lr

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SEP 21 1956
FOR FILING

| |
|---|
| 5-1187 |
| |
| 4777 |

September 21, 1956

Great American Indemnity Co.
Wells-Reed Insurance
412 Failing Bldg.
Portland 4, Oregon

Gentlemen:

It is the intention of the State Highway Commission to release to Fred H. Slate Co., Oreg. Ltd. & E. C. Hall Co. a portion of the funds heretofore retained by the Commission on contract No. 4777, for emergency work to restore creek to channel, replace fills and construct rip raps near Mitchell on the Ochoco Highway in Wheeler County.

This payment, in the amount of $24,574.39, reduces the retained percentage to 3% of the total amount earned by the contractor, or the sum of $1,355.79. The present payment will be released on or after October 1, 1956.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

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SEP 20 1956
FOR FILING
35-1107
4-777

FORM E-123 50M REVISED 2-5

COMMISSIONERS
BEN R. CHANDLER, CHAIRMAN
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE
M. K. McIVER, MEMBER
PORTLAND
H. B. GLAISYER
SECRETARY

OREGON
STATE HIGHWAY DEPARTMENT
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
W. C. WILLIAMS
1ST ASST. STATE HWY. ENGR.
W. W. STIFFLER
2ND ASST. STATE HWY. ENGR.
C. W. ENFIELD
CHIEF COUNSEL

September 17, 1956

Mr. Roy Kilpatrick
Attorney at Law
Canyon City, Oregon

Re: Mitchell Flood Damage Cases

Dear Mr. Kilpatrick:

This is in response to your letter of September 11, 1956, in which you request that our Engineering Department prepare a copy of the original cross-section notes of a portion of Highway U. S. 26 through Mitchell.

I regret to advise that the work load of our Engineering Department is such that we will be unable to perform this service for you.

Very truly yours,

ROBERT L. MAY, JR.
Assistant Counsel

RLM:aj
cc - Mr. Forrest Cooper
Mr. Leonard I. Lindas

NOTED
FORREST COOPER

RECEIVED
SEP 18 1956
OFFICE OF
STATE HIGHWAY ENGINEER

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SEP 18 1956
FOR FILING

35-1107

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08-35

Original [illegible]
A copy [illegible]
and forward
[illegible] Packet

NOTED
State Highway Engineer

September 17, 1956

Mr. W. C. Williams
State Highway Engineer
Salem, Oregon

Dear Sir:

We regret to inform you that your request for an allocation of emergency relief funds for restoration of highways in the Mitchell area of Wheeler County has been denied by our Washington office. The Acting Deputy Commissioner's letter to Division Engineer Andrews relative to this denial is quoted in its entirety:

> "Receipt is acknowledged of your memorandum of July 31, 1956 submitting District Engineer C. G. Polk's memorandum of July 27 and pictures of flood damages to the two FA System highways in Wheeler County, Oregon resulting from the subject flash flood. This supplements your previous memorandum of July 24 with which you submitted the State's letter of July 20 and a signed copy of Governor Elmo Smith's proclamation of July 20, 1956, that a state of emergency exists in Wheeler County, Oregon because of the subject flood. This correspondence all relates to the State's request for an allocation of emergency funds under the provisions of Section 7 of the Federal Aid Highway Act of 1952 and GAM 335.
>
> The district engineer's memorandum of July 27 states that, - "During the three hour storm, rain fell for some time at a two and one half inch per hour rate. Normal annual rainfall in the area is only about eleven inches." This would indicate that the relatively small area affected received the equivalent of a full years rainfall in a single three-hour period. The terrain is rugged and the vegetative cover is scanty, so the runoff was extremely rapid and caused considerable damage to FA Route 5 and FAS Route 316 in the vicinity of Mitchell. The district engineer estimates the cost of repairs and betterments to be $142,500 on the FA primary route and $25,000 on the FA secondary route.
>
> While the amount of rainfall and the flood flows in this case may be classed as extraordinary and the damage to highways and bridges in the confined area was severe, the information furnished does not in our opinion substantiate that the disaster occurred over a wide area. Rather it shows that this disaster in Wheeler County was in the nature of a local cloud-burst which affected

only a small part of the county. Accordingly since the area of the disaster does not reach the extent contemplated by Section 7 of the 1952 Act or that as described in GAM No. 335, we are unable to concur with the Governor's proclamation in so far as it applies to the 1952 Act and cannot allot emergency funds for the repair of damages as was requested by the State Highway Department in its July 20 letter to Commissioner Curtiss, submitted through District Engineer Polk.

Please so advise the State Highway Department."

Very truly yours,

C. G. POLK
District Engineer

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4777

Salem, Oregon
September 6, 1956

Flood at Mitchell

Mr. W. C. Williams
Mr. Forrest Cooper
Mr. C. W. Enfield

Herewith a copy of Mr. Edgerton's report on studies which he has made of the flood damage at Mitchell.

G. S. Paxson

GSP:gm
Attach.

# REPORT OF INVESTIGATION

# CLOUDBURST FLOOD AT MITCHELL

July 13, 1956

This is the report of an investigation of the cloudburst flood on Bridge Creek in Wheeler County on July 13, 1956. The objectives of the investigation were (1) to determine whether or not the Ochoco Highway contributed to the damage to the town of Mitchell, and (2) to determine what changes to the highway would be necessary in order to withstand a similar flood without serious damage to the highway.

## THE FLOOD

According to the State Police report of Officers McAllister and Nelson, the rain started at about 3:20 p.m. on July 13, 1956, and the flood crested at 4:40 p.m., remained at the crest for about 15 minutes, and started to recede. The actual cloudburst lasted only from about 4:00 to 4:20 p.m. The provisional result of a slope-area determination by the U. S. Geological Survey gives a discharge of 14,400 c.f.s. on Bridge Creek above the mouth of Gable Creek, about three miles downstream from Mitchell. The drainage area above this point is 58.5 square miles but, according to the U.S.G.S. survey, only about 15 square miles actually contributed to the cloudburst discharge. Most of the discharge at Mitchell came into Bridge Creek and Keyes Creek from the north. Bridge Creek above the mouth of Keyes Creek did not contribute materially to the flood. The center of the cloudburst seems to have been in Meyers Canyon. The discharge from this 12.7-square-mile area has been listed provisionally by the U.S.G.S. as 64,000 c.f.s. This will probably be revised to about 51,000 c.f.s. on the basis of further study.

On the basis of the 14,400 c.f.s. above the mouth of Gable Creek, it is estimated that the crest was about 10,000 c.f.s. at Bridge No. 1425 (east access to Mitchell) and 11,000 c.f.s. at Bridge No. 7492 (west access to Mitchell).

## DAMAGE TO MITCHELL (See Map A)

It is expected that in pressing their damage claims, the property owners in Mitchell and their lawyers and engineers will attempt to establish three contentions with regard to the highway construction in Mitchell. These are:

1. That the highway fill from about Station 735 to Station 739 deflected the flow of Bridge Creek into the center of the town of Mitchell, thereby washing out some buildings and damaging others. It is expected that this contention will be applied to property in Block D and possibly to some property in Block A.

2. That the remainder of the highway fill on the north side of Bridge Creek opposite Mitchell, restricted the channel and raised the water level in the town, thereby damaging property that would not otherwise have been damaged.

3. That Bridge No. 7492 and its approaches raised the level of the flood and caused damage to property that would not otherwise have been damaged.

It is also expected that reference will be made to the floods of 1904 and 1948. There are two sources of information about the 1904 flood. Pictures of the west part of Mitchell before and after the 1904 flood are available. These indicate that the damage caused by that flood was similar to that caused by the flood of 1956. A bridge site report submitted on June 27, 1922 by Mr. C. W. Woodruff, then Resident Engineer, for the site of Bridges No. 940 and 7492 lists "Elevation of Highest Water" -- 2765 feet. Since no flood of this magnitude has been mentioned during the period 1904-1922, this elevation is probably the 1904 flood. The bench mark on which the site report and accompanying field notes and vicinity map were based was 2767 (USGS), 1915. It was listed as 2767.34 feet in the 1922 notes and report. It had elevations 2767.403 feet, 1929 datum, and 2767.173 feet, 1947 datum; thus, within the limits of accuracy of high-water marks, the level datum has remained constant.

If this mark is reliable and represents the 1904 flood, I would estimate that the 1904 flood was generally about two feet higher than the 1956 flood in the vicinity of Mitchell.

There is more definite information on the flood of 1948. Mr. E. E. Johnston, then Maintenance Superintendent for that district, watched the crest of the flood pass Bridge No. 940, the previous structure at the site of Bridge No. 7492. Even though the timber structure was partially plugged by debris, the flood passed through without overflowing the structure or approach and with only minor erosion to the northwest approach. Mr. Ned Norton, then and now Section Helper at Mitchell, can give an account of the channel and action at the maintenance station downstream from the bridge. I think it can be established that the flood of 1948 did not have more than one-third of the discharge of the flood of 1956.

As to the expected contention concerning deflection of flow from the fill at Station 735 to Station 739, I know of no applicable method of analysis. It is my opinion that the effect of the fill was to deflect the water past the town, rather than into it, until a pocket was eroded in the fill that approached the condition prior to construction. A model of the stream through town with inserts to show conditions before and after construction and after the flood is suggested as means of getting information other than opinion. Mr. Towle is searching the Assessor's records to see if any information is available as to the loss of buildings from the eastern half of Block D in the 1904 flood.

The remainder of the fill opposite Mitchell straightened an irregular bank. The maximum contraction remains a natural rock point at Station 729+36.

It is inconceivable to me that this fill could have had any material effect on the water level in Mitchell except in the immediate vicinity of Bridge No. 7492.

High-water profiles along the stream banks above and below Bridge No. 7492 indicate backwater of about four feet on the south bank and five to six feet on the north bank above a line connecting the profiles above and below the structure. Part of this backwater might have been caused by a slight natural constriction at this point, but most of it must have been caused by the bridge and fill. The backwater on the south bank appears to have decreased from about four feet at the bridge to nothing about 250 feet upstream. In my opinion, the structure and approaches are responsible for this additional flooding. This would probably involve the loss of the house on Lot 2, Block C and possibly the house on Lot 3, Block C. In my opinion, the other property in this vicinity would have been lost without the obstruction.

In summary, it is my opinion that Bridge No. 7492 and its approach caused a backwater of about four feet along the south bank and that this backwater resulted in the loss of one and possibly two buildings. I do not feel that any other feature of the construction contributed to the damage in Mitchell.

## HIGHWAY CHANGES

A study has been made to determine the changes to the highway necessary to enable it to withstand, without serious damage, a flood such as occurred on July 13, 1956. This flood was arbitrarily selected for this review. I have uncovered no information on any flood between 1904 and 1956 that was of the same order of magnitude as the floods in those years. If the extreme high-water elevation reported by Mr. Woodruff in 1922 was an accurate record of the 1904 flood and if my analysis of the relationship of this mark to the 1956 flood is valid, the 1904 flood had a discharge some 30 to 50 percent greater than the 1956 flood.

A study of the cloudburst area indicates that, if the center of the cloudburst had been a mile or two north of its actual location, Mitchell would have sustained little damage, while if the center had been a mile or two south the discharge through Mitchell would have been three to four times that experienced. Provision for this latter discharge would seem impractical.

It would not seem practical to provide a highway that could be kept open to traffic during a repetition of the July 13, 1956 flood. This review is based on the requirement that the facility must be reopened to emergency traffic almost immediately after such a flood with damage limited to lost shoulders and bridge approach fills and superficial damage to structures.

Bridge No. 1425 is a three-span continuous reinforced-concrete deck girder bridge with spans of 26, 36 and 26 feet. The two column bents are normal to the roadway. The high water was about up to the beam bottoms. During the flood the structure operated on a 30° skew. The waterway area at this skew was about 530 square feet at the start of the flood. It increased appreciably at the crest. I would estimate that the maximum average velocity was about 15 feet per second. Both columns in the west interior bent were undercut. The downstream column was washed out, and the upstream column was left hanging from the structure. The west approach was washed out for a distance of about 20 feet on the north, tapering to nothing on the south side.

If the lost columns are replaced with footings at an elevation low enough to prevent undercutting, I think the bridge would stand another flood without structural damage. The future of this structure will depend on the decision concerning a channel change in this vicinity. If the final plan requires a structure at this site, Bridge No. 1425 is considered satisfactory on the basis of this review.

The fill slope where the pocket developed from Station 735 to Station 739 was protected by hand placed, grouted riprap to a height of about 8 feet above the stream bed. The height of the fill was about 20 feet. This riprap probably went out in one of the following manners or a combination: (1) by erosion behind the upstream end and progressive downstream failure; (2) by undercutting; (3) by washout of the fill material from behind the riprap when the riprap was overtopped, leaving the riprap unsupported; and (4) by face erosion. The nature of the failure will probably not be determined since it was complete and apparently without witnesses. It is my opinion that the failure occurred from a combination of the first three items and that insurance against their repetition by sufficient depth, height and length of grouted riprap would probably give adequate protection. This is speculative and the only certain protection would be a properly founded concrete wall or slope pavement.

A channel change from about Station 738 to Station 744 would eliminate the pressure that caused the pocket. It would also afford a degree of protection to property in Mitchell. A new east access bridge would be required.

The proposed channel change seems to be the most practical solution to the requirement established as a basis for this review. If the loss of the fill at infrequent intervals can be tolerated, I recommend restoration of conditions as they existed prior to the flood but with riprap limits established to prevent overtopping, undercutting and upstream attack.

Any requirement for modification at Bridge No. 7492 would be related to responsibility for damage to other property rather than damage to the highway since the highway and bridge came through the flood practically undamaged except for the accumulation of debris. It seems probable that the present legal action will end with the Highway Commission owning all the property that could conceivably be damaged by this structure and its approaches.

If a new crossing is provided, it should handle the flood without appreciable backwater head and should be capable of passing the major items of drift that can be expected to assemble in the flood channel as the recent flood is forgotten.

Two solutions are considered - a long, single-span bridge and an overflow crossing. An overflow crossing is the most desirable solution from the standpoint of water and debris conveyance but would afford a steep and difficult connection to the present highway. A long single-span bridge is recommended if the grade problem on the overflow crossing cannot be resolved.

Bridges No. 7491 and 7489 were relieved by overflow. (See Map B for bridge location.) No modification is recommended. The drift problem at Bridge No. 7491 is similar to that encountered at Bridge No. 7492 in that major items of drift from Mitchell must pass this structure before they are broken up. An overflow is therefore desirable. If development along the stream reaches the point where backwater caused by overflowing these structures would be damaging, increased waterway must be considered.

A 50 percent increase in length to the west is estimated for Bridges No. 7490 and 7487 to prevent approach wash out.

Bridge No. 7372 was constructed on a 30° skew. During the flood it actually operated at about a 70° skew. The combination of debris and lapping bents at the actual skew angle gave an effective waterway approaching zero in the direction of flow. To hold this bridge and its approaches against a repetition of the July 13, 1956 occurrence, I would estimate an increase in length equal to the present bridge. This would extend the structure to solid footing on the west.

Several rock points along the south side of Bridge Creek between Bridge No. 7487 and Bridge No. 7372 caused highway washouts. These points should be cut back. Mr. Warfield tells me this is already scheduled.

In summary, this review lists the modifications necessary to the Ochoco Highway in the vicinity of Mitchell to pass a repetition of the July 13, 1956 flood with minor damage to the highway facility. In the eastern part of Mitchell, a channel change and a new access bridge is considered the most practical means of meeting this requirement. If infrequent loss of fill can be tolerated, restoration of conditions as they existed prior to the flood would be more economical.

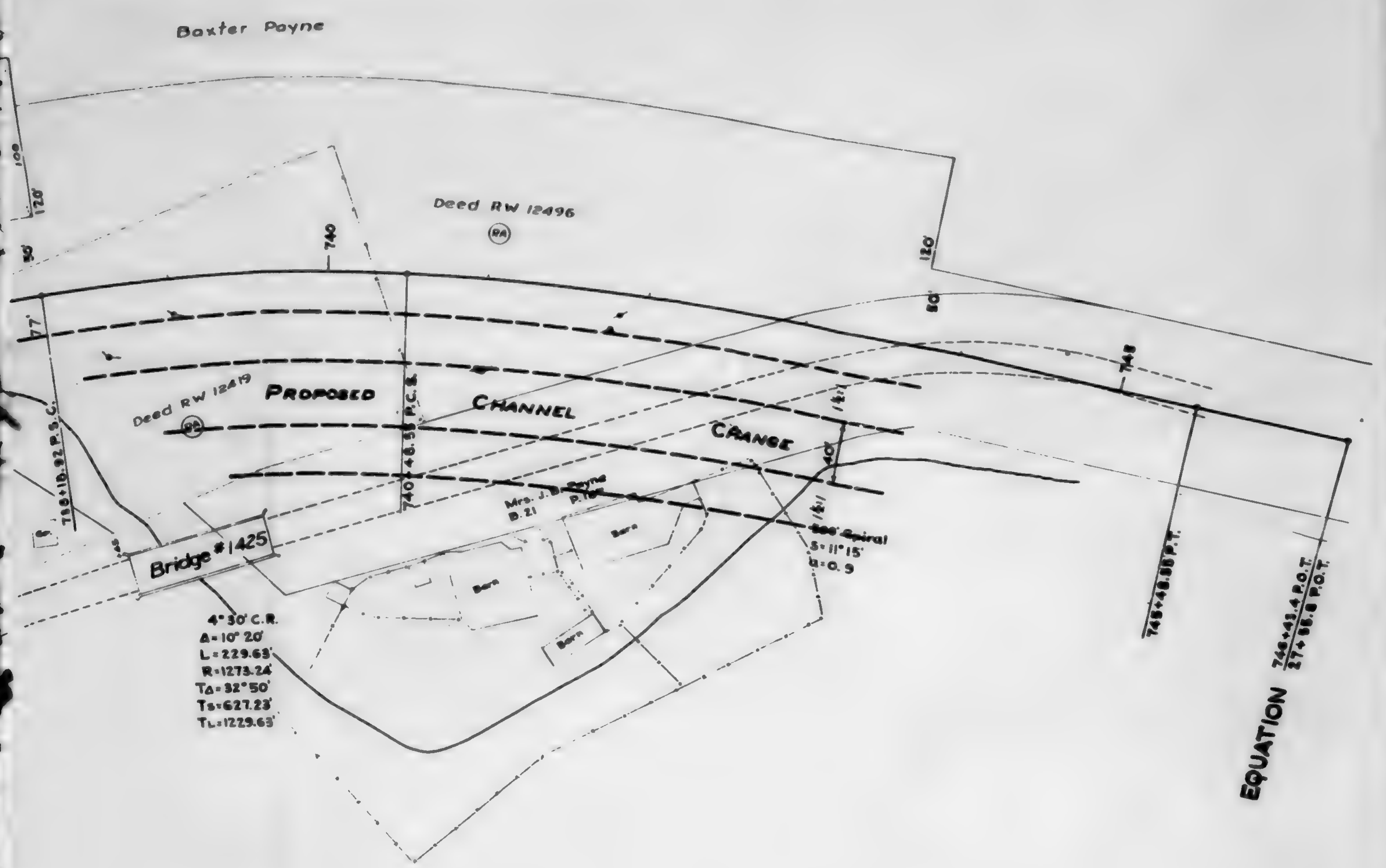
No modification of the west access crossing is necessary for highway protection. If it is necessary for elimination of property damage, an overflow crossing should be made if the grade problem can be resolved, otherwise a long-span bridge will be required.

No modification is recommended on Bridges No. 7491 and 7489. A 50 percent increase in length is recommended on Bridges No. 7490 and 7487, and a 100 percent increase on Bridge No. 7372.

Rock points on the south bank of Bridge Creek between Bridges No. 7487 and 7372 should be cut back.

Roy C. Edgerton
August 31, 1956.

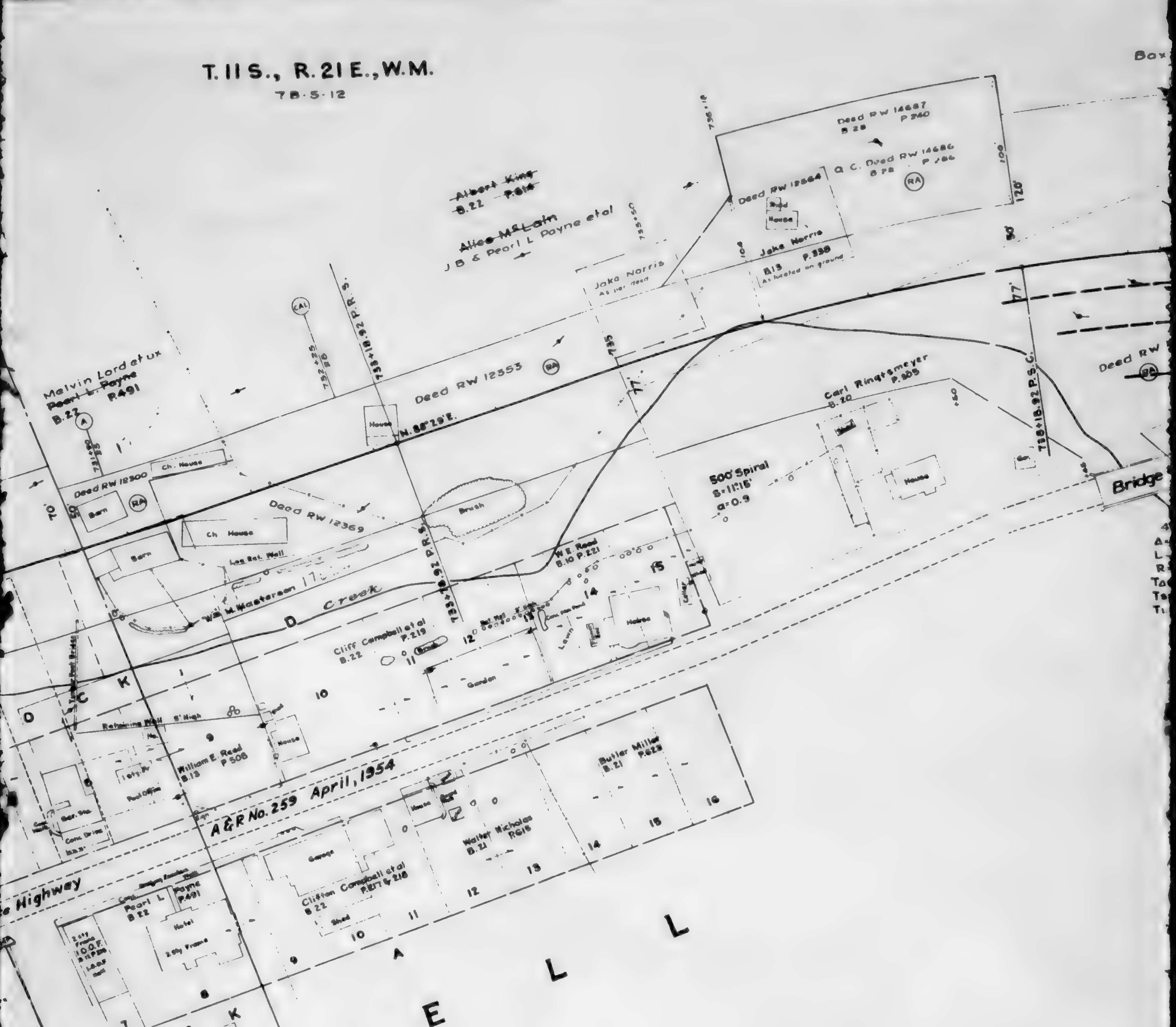
RECEIVED



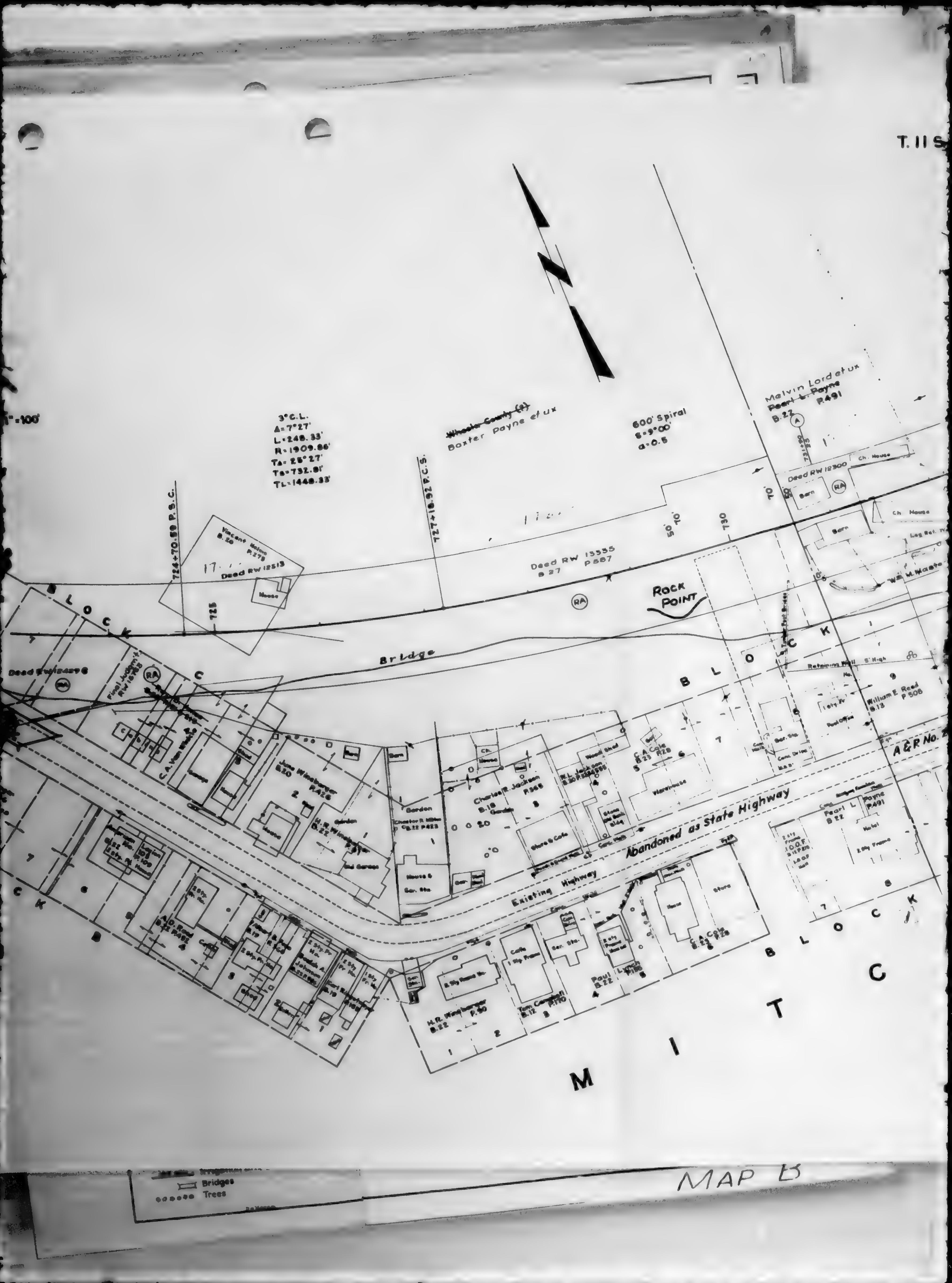
MAP A

MAP B

RECEIVED

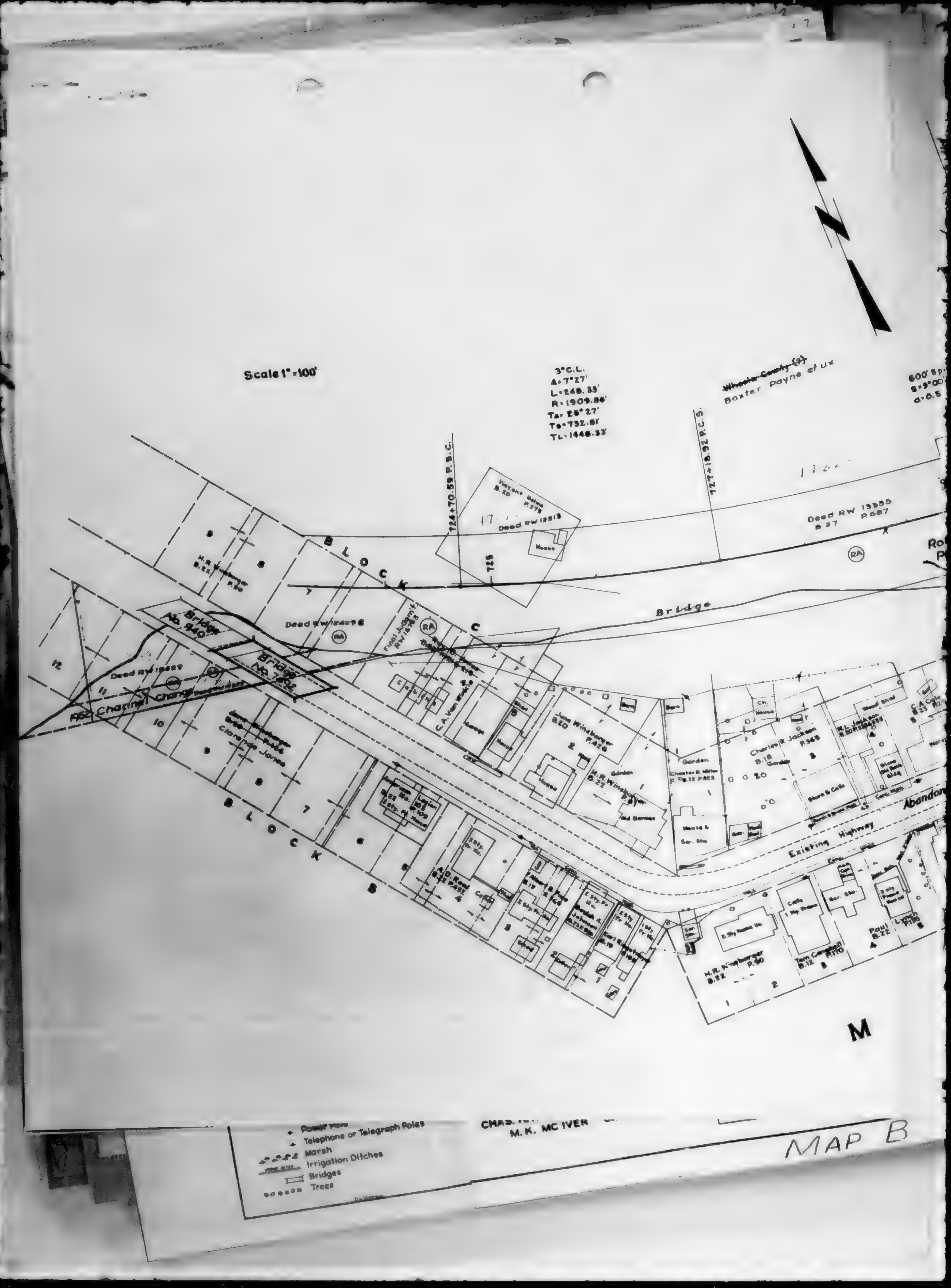


MAP B



T. 11 S
1" = 100'
3°C.L.
Δ = 7°27'
L = 248.33'
R = 1909.86'
Ta = 25°27'
Ts = 732.81'
TL = 1448.33'
~~Wheeler County (?)~~
Boxter Payne et ux
600' Spiral
S = 9°00'
a = 0.5
Melvin Lord et ux
~~Pearl L. Payne~~
B.22 P.491
731+80.83
Deed RW 12300
Ch. House
Barn
RA
724+70.59 P.S.C.
727+16.92 P.C.S.
725
730
50' 70'
Vincent Nelson
B.20 P.278
Deed RW 12513
House
Deed RW 13555
B 27 P587
ROCK POINT
Bridge
B L O C K
C
Log Ret. Wall
Wm. M. Waste
Retaining Wall 5' High
9
William E. Reed
B.13 P 508
Post Office
1 Sty. Fr.
Gar. Sta.
Conc. Drive
A & R No. 2
Deed RW 12427 6
C. A. Van Wert
June Winebarger
B.20 P.426
H. R. Winebarger
B.22
Garden
Barn
Ch. House
Chester R. Miller
B.22 P.423
House & Ser. Sta.
Charles R. Jackson
B.18 P.365
Store & Cafe
W. L. Jackson
B.20
Wood Shed
C. A. Cole
B.23 P.28
Warehouse
Abandoned as State Highway
Existing Highway
Pearl L. Payne
B.22 P.491
Hotel
2 Sty. Frame
I.O.O.F.
B.12 P.270
I.O.O.F. Hall
Store
House
C. A. Cole
B.23 P.28
Paul Lynch
B.22 P.186
Ser. Sta.
Cafe
1 Sty. Frame
Tom Campbell
B.12 P.110
H. R. Winebarger
B.22 P.30
A. D. Reed
B.22 P.482
Johnson
1 2 3 4 5 6 7 8
B L O C K
M I T C
Bridges
Trees

MAP B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3°C.L.
Δ = 7°27'
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~~Wheeler County (?)~~
Boxter Payne et ux
600' Sp
S = 9°00'
a = 0.5
724+70.59 P.S.C.
727+18.92 P.C.S.
725
Vincent Helms
B.20 P.273
Deed RW 12513
House
Deed RW 13335
B 27 P.587
RA
BLOCK C
BLOCK B
H.R. Winebarger
B.22 P.30
Deed RW 12429 B
Final Judgm't RW 16763
Bridge No. 940
Bridge No. 7202
Bridge
Deed RW 12429
1952 Channel Change
12
11
10
7
Clarence Jones
C.A. Van Winkle
Garage
House
Shed
June Winebarger
B.20 P.426
H.R. Winebarger
B.22
Garden
Old Garage
Barn
Garden
Chester R. Miller
B.22 P.423
House & Ser. Sta.
Ch. House
Charles R. Jackson
B.18 P.365
Garden
W.L. Jackson
B.20
Wood Shed
C.A. Cole
B.23
Store & Cafe
Stone Old Bank Bldg.
Conc. Walk
Abandon
Existing Highway
American Legion
No. 107
B.22 P.100
2 Sty. Fr. House
2 Sty. Fr. Ho.
A.D. Reed
B.22 P.452
Cafe
2 Sty. Fr. Ho.
Shed
Johnson
Carl
1 Sty. Fr. Ho.
Ser. Sta.
2 Sty. Frame Ho.
Cafe
1 Sty. Frame
Ser. Sta.
2 Sty. Frame
H.R. Winebarger
B.22 P.30
Tom Campbell
B.12 P.170
Paul Lynch
B.22 P.186
1
2
3
4
5
M
Power Pole
Telephone or Telegraph Poles
Marsh
Irrigation Ditches
Bridges
Trees
CHAS.
M.K. MC IVER

MAP B

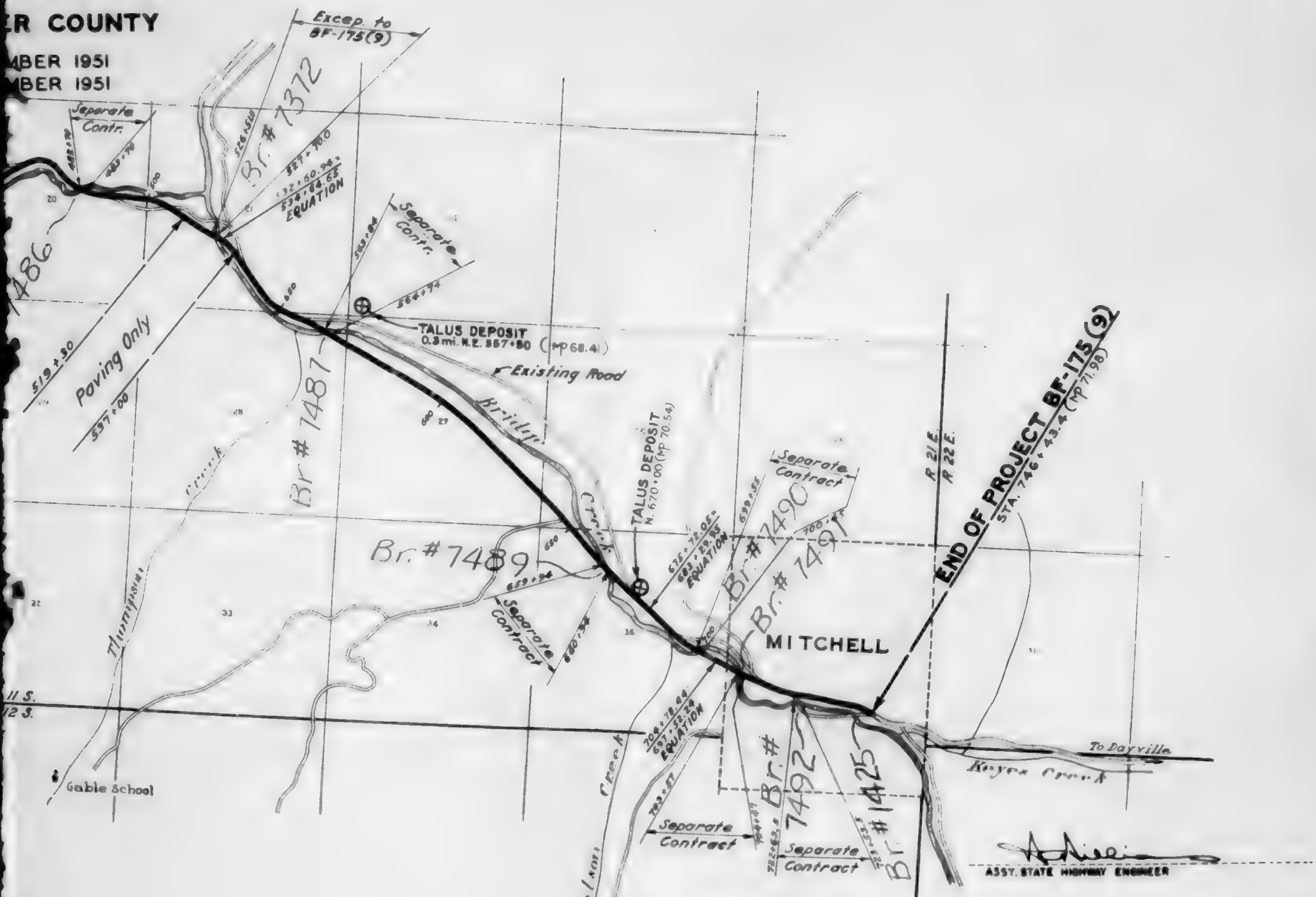
| JONES RANCH-MITCHELL SECTION<br>OCHOCO HIGHWAY<br>WHEELER COUNTY | | | | SHEET No. 1 |
|---|---|---|---|---|
| FED. ROAD DIV. No. | STATE | PROJECT NUMBER | FISCAL YEAR | TOTAL SHEETS |
| 8 | OREGON | BF-175 (9) | | See Index |

# F OREGON
# AY DEPARTMENT

OPOSED PROJECT

## MITCHELL SECTION
## O HIGHWAY
### ER COUNTY

MBER 1951
MBER 1951



ASST. STATE HIGHWAY ENGINEER

157
NOV. 8, 1919
R. H. BALDOCK

tch Map

Feet 2000 4000

STATE HIGHWAY COMMISSION

BEN R. CHANDLER Chairman
CHAS. H. REYNOLDS Commissioner
M. K. MC IVER Commissioner

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

RECOMMENDED FOR APPROVAL:

DISTRICT ENGINEER DATE

APPROVED:

DIVISION ENGINEER DATE

MAP B

| INDEX OF SHEETS | |
|---|---|
| SHEET NO. | DESCRIPTION |
| 1 | Title Sheet |
| 2 | Summary & Typical Sections |
| 3-20 | Plan & Profile |

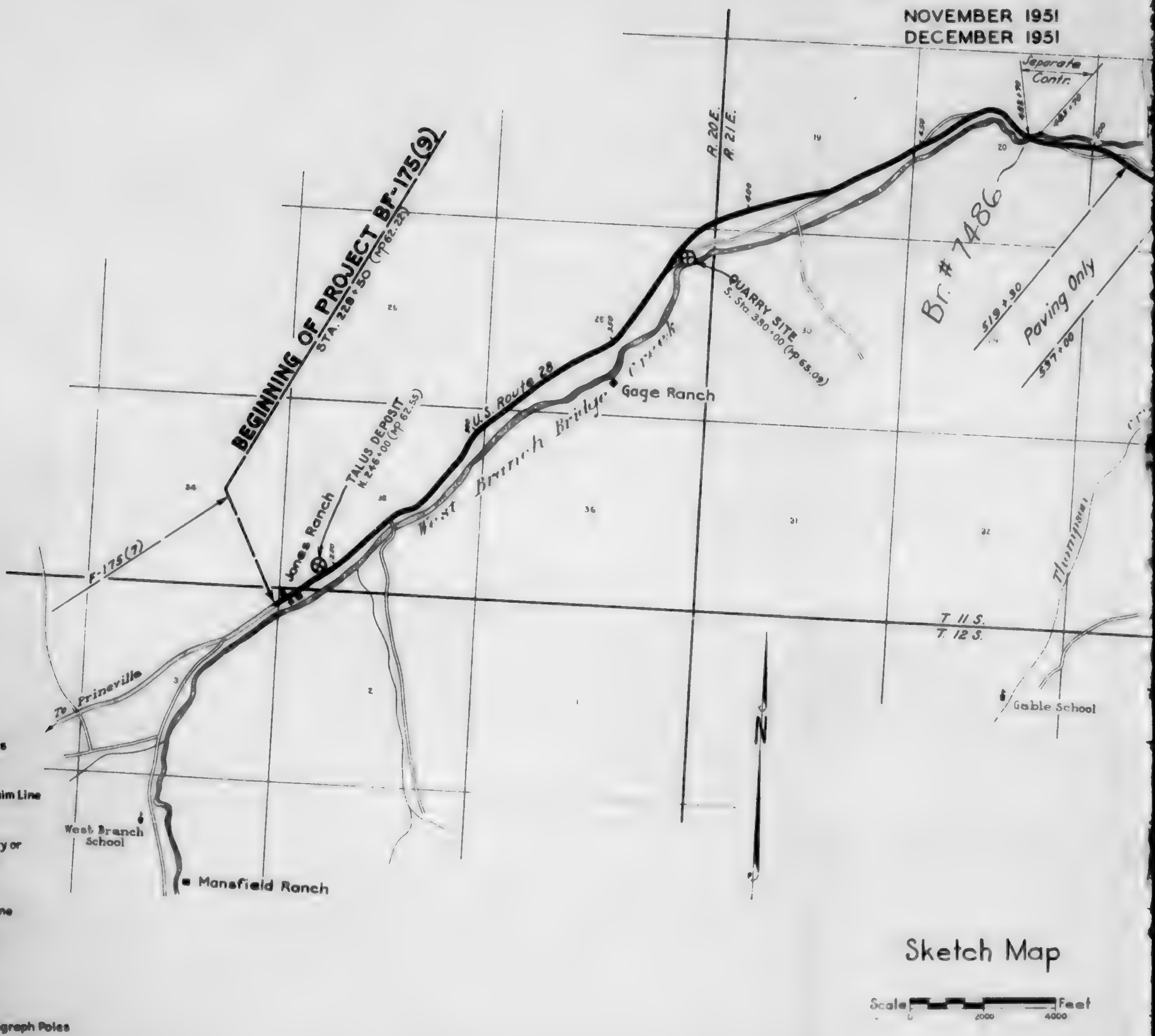
Dwg. No.
2051 Misc. Structures

10125 }
10133 } SEPARATE CONTRACT
5-63 }

# STATE OF OREGO
# STATE HIGHWAY DEPA
## PLANS FOR PROPOSED PR

# JONES RANCH - MITCHEL
## OCHOCO HIGHWAY
### WHEELER COUNTY

NOVEMBER 1951
DECEMBER 1951



CONVENTIONAL SIGNS

State Line
County Line
City or Town Limits
Township Line
Section Line
Donation Land Claim Line
Fence Line
Guard Rail
Unfenced Property or Right of Way Line
Existing Roads
Trails
Base or Survey Line
Railroads
Retaining Wall
Culverts
Drop Inlet
Trolley Pole
Power Pole
Telephone or Telegraph Poles
Marsh
Irrigation Ditches
Bridges
Trees

A

File

RECEIVED
SEP 7 1956

FOR FILING
35-1107

4777

08-35

September 6, 1956

Mr. W. C. Williams
State Highway Engineer
Salem, Oregon

Dear Sir:

Returned herewith are your two letters of September 5, 1956 relating to Emergency Relief funds expenditure in Wheeler County.

We are unable to identify the projects from the description you have made. Please indicate the Federal-aid system route number; whether on primary or secondary system; and type of contract.

For your information, the Secretary of Commerce has not yet approved an allocation of funds for these projects. If and when Emergency Relief funds are approved, it will then be necessary to submit the projects for program approval in the customary manner.

Very truly yours,

C. G. POLK
District Engineer

Encls.

RECEIVED
SEP 7 1956
OREGON
STATE HIGHWAY COMMISSION

Original referred
to Mr. Probert
by F.C.

RECEIVED
SEP 7 1956
FOR FILING

35-1107

4777

Salem, Oregon
September 6, 1956

Mitchell flood damage
investigation

Mr. C. H. Maison
Auditor
Office

Herewith invoice from Robert E. Hickson covering his service as a consulting engineer on the Mitchell floods.

You will note that the allowance for car mileage has been reduced to seven cents per mile. I talked to Mr. Hickson about this and the change meets with his approval.

We have set up a prefix for these investigations which is 35-1108-286.

G. S. Paxson
Assistant State Highway Engineer

GSP:gm
Attach.

cc Mr. W. C. Williams
Mr. Forrest Cooper

TELEPHONE
[illegible]

ROBERT E. HICKSON
CONSULTING ENGINEER
[illegible] S. E. 45TH AVENUE
PORTLAND 14, OREGON

August 22, 1956

RECEIVED
AUG 23 1956
LEGAL DEPT.

Oregon State Highway Commission
Salem, Oregon

**ATTENTION:** Mr. Leonard I. Lindas and Mr. Glenn Paxson

**RE: MITCHELL FLOOD**

For professional engineering services between July 20 and August 15, 1956, in making an investigation and reports on the flood of July 13, 1956, at Mitchell, Oregon.

| | |
|---|---|
| Travel Expense, two trips to Mitchell: | |
| Hotel room at Bend, two nights | $ 9.00 |
| Bus fare, Bend to Portland | 4.50 |
| Auto travel, 506 miles @ ~~10¢~~ 07¢ (2nd trip) | ~~50.60~~ 35.42 |
| Drafting and blue printing | 64.95 |
| Time Studying situation and preparing reports, etc., 19 days time | 1900.00 |
| | $~~2029.05~~ |
| | 2013.87 |

Two separate reports were submitted: one for the Legal Department, and one for the Engineering Department. Divison of cost between these departments if desired, one-half to each.

R. E. Hickson

OK
35-1108-286 — #2013.87

RECEIVED
SEP 6 1956
FOR FILING

[illegible]

4777

September 5, 1956

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

This is to advise you that work was started on July 17, 1956, on Contract No. 4777, West Branch Bridge Creek-Keys Creek Bridge Section, in Wheeler County, in connection with Federal Aid Project No. ER- .

This is emergency repair occasioned by flood of July 13, 1956, in the vicinity of Mitchell, Oregon. F. A. Project number has not been assigned.

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

DBP:eh

RECEIVED
SEP 6 1956
FOR FILING

35-[illegible]

4777

September 5, 1956

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

This is to advise you that work was completed on August 30, 1956, on Contract No. 4777, West Branch Bridge Creek-Keys Creek Bridge Section, in Wheeler County, in connection with Federal Aid Project No. ER- .

This is emergency repair occasioned by flood of July in the vicinity of Mitchell, Oregon. F. A. Project number has not been assigned.

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

cc: John Cattrall

DGP:sh

RECEIVED
SEP 7 1956
FOR FILING

25-1 77

4777

5-f
8-16-56

August 28, 1956

Mr. Roy Kilpatrick
Attorney at Law
Canyon City, Oregon

Dear Mr. Kilpatrick:

On August 7, 1956 you sent to me claims of Kenneth F. Brookshire and Hattie Harnden, both of Mitchell, concerning damage that occurred to their properties by reason of the flash flood in Mitchell on Friday, July 13, 1956.

I presented the claims to the State Highway Commission at its meeting on August 16 as you requested, the Commission considered them, and voted unanimously not to assume any responsibility or liability with respect to them. You asked to be advised of the Commission's action, hence this note.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

HBG:blm

August 10, 1956

Mr. Roy Kilpatrick
c/o Lytle, Kilpatrick and Schroeder
Attorneys at Law
Canyon City, Oregon

Dear Mr. Kilpatrick:

This will acknowledge receipt of your letter of August 7, with which you transmitted the claim of Hattie Harnden, Mitchell, Oregon, against the State Highway Commission for damage that occurred to her property by reason of the flood that occurred thereto on July 13, 1956.

As requested, the claim will be brought to the attention of the State Highway Commission at its meeting on August 16 and 17, 1956.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

HBG:bim

cc: Commissioners
R. H. Baldock
W. C. Williams
C. W. Enfield

August 10, 1956

Mr. Roy Kilpatrick
c/o Lytle, Kilpatrick and Schroeder
Attorneys at Law
Canyon City, Oregon

Dear Mr. Kilpatrick:

This will acknowledge receipt of your letter of August 7, with which you transmitted the claim of Kenneth F. Brookshire, Mitchell, Oregon, against the State Highway Commission for damage that occurred to his property by reason of the flood that occurred thereto on July 13, 1956.

As requested, the claim will be brought to the attention of the State Highway Commission at its meeting on August 16 and 17, 1956.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

RBC:Mm

cc: Commissioners
R. H. Baldock
W. C. Williams
C. W. Enfield

ansd 8/16

LAW OFFICES OF
LYTLE, KILPATRICK AND SCHROEDER
CANYON CITY, OREGON

ROBT. D. LYTLE
ROY KILPATRICK
W. F. SCHROEDER

OFFICES AT
CANYON CITY AND VALE

August 7, 1956

Mr. H. B. Glaisyer, Secretary
Oregon State Highway Commission
Salem, Oregon

Dear Mr. Glaisyer:

Enclosed please find claim of Hattie Harnden, Mitchell, Oregon. We ask that this be presented to the Commission at its next meeting and we as attorneys for claimant, be promptly advised of the Commission's action.

Very truly yours,

Roy Kilpatrick
Roy Kilpatrick

RK/kje
Enc.

Certified Mail.

ACKNOWLEDGED
H. B. GLAISYER

M

LAW OFFICES OF
LYTLE, KILPATRICK AND SCHROEDER
CANYON CITY, OREGON

ROBT. D. LYTLE
ROY KILPATRICK
W. F. SCHROEDER

OFFICES AT
CANYON CITY AND VALE

August 7, 1956

AGENDA
AUG 14 1956
5-f

Mr. H. B. Glaisyer, Secretary
Oregon State Highway Commission
Salem, Oregon

Dear Mr. Glaisyer:

Enclosed please find claim of Kenneth F. Brookshire, Mitchell, Oregon. We ask that this be presented to the Commission at its next meeting and we as attorneys for claimant, be promptly advised of the Commission's action.

Very truly yours,

Roy Kilpatrick
Roy Kilpatrick

RK/kje
Enc.

Certified Mail

ACKNOWLEDGED
H. B. GLAISYER

M

BEFORE THE OREGON STATE HIGHWAY COMMISSION

Claimant, )
vs. ) **CLAIM**
Oregon State Highway Commission. )

The undersigned hereby makes claim against the Highway Fund for injury and damage to the following described property in the amount set opposite each item in Exhibit A attached hereto.

That said damage resulted from an accident which occurred in connection with the construction, maintenance and operation of U. S. Highway 26 on a segment known as the Ochoco State Highway at or near Mitchell, Wheeler County, Oregon, on Friday, the 13th day of July, 1956, said operation, maintenance and construction having been at all times material herein been performed by the State's own forces and the State's employees in the following manner: The State negligently, carelessly and recklessly so diverted, channeled, constructed and directed the waters of Bridge Creek as they entered and traversed the Town of Mitchell as to direct the full force and effect of said waters against the property of this claimant causing its destruction. That at all times material herein the State of Oregon knew or by the exercise of any care should have known that Bridge Creek runs through a semi-arid terrain and is subject to periodic flash floods and that the State negligently failed to gake any precautions to prevent damage to the claimant by reason of said flash floods, but on the contrary so constructed, operated and maintained said highway as to directly cause the injury and damage herein claimed for.

That your claimant had nothing to do with the construction, operation or maintenance of said State Highway or with said flash flood and did not by his conduct in any manner contribute to said loss.

That your claimant has employed McKay and Panner, Attorneys at Law of Bend, Oregon, and Roy Kilpatrick, Attorney at Law, Canyon

City, Oregon, to represent him in the filing and prosecution of this claim and any correspondence in relation to this claim should be directed to said attorneys and any check or voucher issued in payment of this claim should be made jointly to this claimant and one or more of said attorneys. That this claim is filed pursuant to the provisions of Section 366.430 ORS and is not to be construed as a waiver of any rights that this claimant may have against the State of Oregon, the State Highway Commission and the individual members of the Highway Commission or its employees personally.

Hattie Harnden
Claimant

STATE OF OREGON )
) ss.
COUNTY OF WHEELER )

I, Hattie Harnden, being first duly sworn on oath depose and say: That I have read and examined the foregoing claim and that the same is true as I verily believe.

x Hattie Harnden

Subscribed and sworn to before me this 19th day of July, 1956.

Katherine J. Emmons
Notary Public for Oregon

My Commission expires:
3/25/57

EXHIBIT A

Hattie Harnden

| | |
|---|---|
| Bed and springs | $30.00 |
| Mattress | 30.00 |
| Beding, blankets | 100.00 |
| 2 chests of drawers | 75.00 |
| Clothing in Chests | 75.00 |
| Gun scope | 40.00 |
| Stringed musical instrument | 100.00 |
| Shoes, 12 pair | 100.00 |
| Linoleum | 25.00 |
| Clothing in boxes on floor | 50.00 |
| Scales | 8.00 |
| Bicycle | 25.00 |
| Pillows | 10.00 |
| Bed spreads | 20.00 |
| | $688.00 |

EXHIBIT A

**Hattie Harnden**

| | |
|---|---|
| Bed and springs | $30.00 |
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| | $688.00 |

BEFORE THE OREGON STATE HIGHWAY COMMISSION

)
)
Claimant, )
vs. ) **CLAIM**
Oregon State Highway Commission. )

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That your claimant had nothing to do with the construction, operation or maintenance of said State Highway or with said flash flood and did not by his conduct in any manner contribute to said loss.

That your claimant has employed McKay and Panner, Attorneys at Law of Bend, Oregon, and Roy Kilpatrick, Attorney at Law, Canyon

City, Oregon, to represent him in the filing and prosecution of this claim and any correspondence in relation to this claim should be directed to said attorneys and any check or voucher issued in payment of this claim should be made jointly to this claimant and one or more of said attorneys. That this claim is filed pursuant to the provisions of Section 366.430 ORS and is not to be construed as a waiver of any rights that this claimant may have against the State of Oregon, the State Highway Commission and the individual members of the Highway Commission or its employees personally.

x Kenneth F. Brookshire
Claimant

STATE OF OREGON }
COUNTY OF WHEELER } ss.

I, KENNETH F. BROOKSHIRE, being first duly sworn on oath depose and say: That I have read and examined the foregoing claim and that the same is true as I verily believe.

x Kenneth F. Brookshire

Subscribed and sworn to before me this 19th day of July, 1956.

Katherine J. Emmons
Notary Public for Oregon

My Commission expires:
3/25/57

## EXHIBIT A

Kenneth F. Brookshire, owner of Brookshire Cash Grocery.

| | |
|---|---|
| 30 hours clean-up from flood damage consisting of removing mud, water, debris, etc. Claim of damage to store leasehold and fixtures | $750.00 |

ROBT. D. LYTLE
ROY KILPATRICK
W. F. SCHROEDER

CANYON CITY, OREGON

OFFICES AT
CANYON CITY AND VALE

August 8, 1956

Mr. H. B. Glaisyer, Secretary
Oregon State Highway Department
Salem, Oregon

Dear Mr. Glaisyer:

Thank you for your letter of August 6th. It is my information that no one from Mitchell desires to be heard at the August 17th meeting.

Very truly yours,

Roy Kilpatrick
Roy Kilpatrick

RK/kje

Copies sent to Commissioners, R. H. Baldock
& W. C. Williams on 8-10-56

RECEIVED
AUG 10 1956
OREGON
STATE HIGHWAY COMMISSION

NOTED
H. B. GLAISYER

LAW OFFICES OF
LYTLE, KILPATRICK AND SCHROEDER
CANYON CITY, OREGON

ROBT. D. LYTLE
ROY KILPATRICK
W. F. SCHROEDER

OFFICES AT
CANYON CITY AND VALE

August 8, 1956

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Oregon State Highway Department
Salem, Oregon

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Very truly yours,

Roy Kilpatrick
Roy Kilpatrick

RK/kje

Copies sent to Commissioners, R. H. Baldock
& W. C. Williams on 8-10-56

RECEIVED
AUG 10 1956
OREGON
STATE HIGHWAY COMMISSION

NOTED
H. B. GLAISYER

Agenda

August 6, 1956

Lytle, Kilpatrick and Schroeder
Attorneys at Law
Canyon City, Oregon

Gentlemen:

I have for acknowledgment a letter from your office dated July 31, 1956, signed by Gilbert Folston, Clarence Jones, Lawrence E. Sigfirt and Beryl Brookshire, all of Mitchell, Oregon, advising that the 15-minute period of time which has been reserved for the citizens of Mitchell at the August 17 meeting of the State Highway Commission is inadequate, and requesting that the Commission hold a special hearing in Mitchell where a full and complete presentation of the problem can be presented by local residents.

I am very sorry but due to the large number of delegations that are scheduled to appear before the Highway Commission at its meeting on August 17 it is not possible to give any group more than 15 minutes of time. Were more time allowed the probabilities are that some of them could not be heard.

As to whether or not the Highway Commission would be willing to conduct a hearing in Mitchell is something that I am presently not in a position to state; however, I shall bring the letter to the attention of the Commission at its meeting next week. It may be that you will be given an answer at that time, otherwise I will write you of the Commission's action.

Circumstances being as they are I am wondering whether or not you still wish to present your case to the Highway Commission at the August 17 meeting. I will appreciate it very much if you will let me know soon so I can reassign to another group the time that was allotted to the people of Mitchell, if they decide not to be present.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

HBG:pp
cc: Commissioners
Mr. R. H. Baldock
Mr. W. C. Williams

LYTLE, KILPATRICK AND SCHROEDER
CANYON CITY, OREGON

AGENDA
AUG 16 1956

Mitchell, Oregon
July 31, 1956

Oregon State Highway Commission
Salem, Oregon

Attention: Mr. H. B. Glaisyer

Dear Mr. Glaisyer:

The Oregon State Highway Commission completed a new road through Mitchell in 1953 over the protests of all of the natives that the new road was dangerous to life and property.

The new highway and all the new bridges were washed out on July 13, 1956.

The Commission has estimated its loss alone at a half a million dollars. With the loss of the highway and the bridges went scores of thousands of dollars worth of private property.

All of the citizens of Mitchell signed a petition asking that the road not be rebuilt in the same dangerous fashion.

The Highway Commission has condescendingly allowed the citizens of Mitchell 15 minutes in which to present their views on the reconstruction and location of the highway. This amount of time is obviously inadequate in which to show the Commission the existing danger of the present location of the highway. As previously explained, this situation deserves a complete study and survey by the Commission and not simply a brief and casual look. The flood victims of Mitchell are destitute and homeless and a request to come to Portland is clearly unfair and impossible.

A hearing is hereby requested at Mitchell where a full and complete presentation of the picture can be presented. This will present no hardship to the Commission as it does to the flood victims of Mitchell.

Very truly yours,

*Gilbert Folston
Clarence Jones
Lawrence E. Sigfrit
Benj Brookshire

ACKNOWLEDGED
H. B. GLAISYER

agenda 8/17

July 23, 1956

Mr. Roy Kilpatrick
c/o Lytle, Kilpatrick & Schroeder
Attorneys at Law
Canyon City, Oregon

Dear Mr. Kilpatrick:

This acknowledges your letter of July 21, 1956 and the petition transmitted therewith in which the citizens of Mitchell, Oregon ask the State Highway Commission not to reconstruct the Ochoco Highway through the town of Mitchell until thorough engineering studies have been made by competent engineers independent of the Highway Commission. An appointment with the members of the Highway Commission at its next regular meeting is also requested.

The petition will be brought to the attention of the members of the Highway Commission and the Highway Engineer for their information.

The next regular meeting of the Highway Commission is scheduled to be held in Portland on Thursday and Friday, August 16 and 17, 1956. The meeting place is the Queens Room in the basement of the Imperial Hotel. Delegations will be heard on the second day, Friday, August 17, on which day I have reserved for the convenience of your group fifteen minutes of time starting at 10:45 a.m., which I trust is satisfactory.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

MBG:blm

cc: Commissioners
R. H. Baldock
W. C. Williams

LAW OFFICES OF
**LYTLE, KILPATRICK AND SCHROEDER**
CANYON CITY, OREGON

ROBT. D. LYTLE
ROY KILPATRICK
W. F. SCHROEDER

OFFICES AT
CANYON CITY AND VALE

July 21, 1956

AGENDA
AUG 17 1956
D

Oregon State Highway Commission
Salem, Oregon

Gentlemen:

Enclosed please find a petition submitted by the people of Mitchell, Oregon.

Very truly yours,

Roy Kilpatrick
Roy Kilpatrick

RK/kje
Enc.

Also letter attached requesting a hearing in Mitchell

RECEIVED
JUL 23 1956
OREGON
STATE HIGHWAY COMMISSION

ANSWERED
H. B. GLAISYER
10:45 AM
August 17, 1956

(D)

## TO THE OREGON STATE HIGHWAY COMMISSION

## SALEM, OREGON

## PETITION

We, the undersigned citizens of Mitchell, Oregon, do hereby respectfully represent:

That by reason of the construction of a segment of U. S. Highway, 26, Oregon State Ochoco Highway, through our town a major section of the town was destroyed, the lives of numerous citizens were endangered and future use or habitation of the property damaged made impossible.

That in our opinion the manner in which the highway was constructed by the Commission rendered said catastrophe inevitable and we further represent that the reconstruction of said highway in the identical manner has been demonstrated to be dangerous.

We respectfully petition that said highway not be reconstructed until thorough engineering studies have been made by competent engineers independant of the Commission to the end that the safety of the inhabitants of our Town and their property will be insured.

We further respectfully request that we be granted an audience at the next regular meeting of the Commission so that we may more fully explain our position.

Gilbert Folston
[illegible]
Lawrence E. Siefert
Clarence Jones
[illegible] Siefert
Clarence Hudspeth
Hattie Harnden
Mrs Bill Russell
Mrs Joe Harnden
A. W. H[illegible]
Kent Powell
Eunice [illegible]

Mr + Mrs E. U. Harnden
Mr + Mrs S. T. Harnden
[illegible]
[illegible]
Luther McClintock
Vera McCracken
Mrs. [illegible]
James + Ruth [illegible]
Herbert + Edith Cherry
[illegible]
Earl E. Williams
Mrs Wm. Taylor

Bjm
Cue.

ROBERT Y. THORNTON
ATTORNEY GENERAL

STATE OF OREGON
DEPARTMENT OF JUSTICE
SALEM

E. G. FOXLEY
DEPUTY ATTORNEY GENERAL

CATHARINE C. BARSCH
CATHERINE ZORN
LLOYD G. HAMMEL
JOHN D. NICHOLS
PETER S. HERMAN
ASSISTANTS

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AUG 2 1956
LEGAL DEPT.

August 28, 1956

Mr. R. H. Baldock
State Highway Engineer
Highway Building

Dear Mr. Baldock:

This is to acknowledge your letter with reference to this office acting as your attorney in certain contemplated litigation arising out of alleged injuries sustained as a result of a recent flood in the town of Mitchell.

It would appear that your request is somewhat premature in view of the provisions of ORS 243.520 (1). This section requires that the written request of the state officer be filed with the Attorney General when a "civil action, suit or proceeding listed in ORS 243.510 is brought against any state officer or employe."

In view of the limitation imposed in the statute, we do not have any authority to act upon your request. If, in the future, an action, suit or other proceeding is filed against you in this matter, do not hesitate to submit the proper request to us for our consideration.

Very truly yours,

ROBERT Y. THORNTON
Attorney General

By Foxley
Deputy

EGF vw

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1956
OFFICE
STATE HIGHWAY ENGINEER

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FORM E30—50M—2-55—62956
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# OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
August 21, 1956

**SUBJECT:** Per diem extension

**To:** Mr. W. W. Stiffler
Assistant State Highway Engineer
OFFICE

May we have your approval on a 30 day extension of per diem allowance for Extra Gang Crew No. 312-00 now working on the Ochoco Highway and Service Creek-Mitchell Secondary with temporary headquarters at Mitchell.

The work involved, which is repairing washed out roadway, will extend through a period requiring the 30 day extension. The work started on July 14th.

E. A. Collier
Maintenance Engineer

By

E. E. Johnston

E. E. Johnston
Asst. Maintenance Engineer

EEJ:dl

cc A. W. Bates
E. A. Collier
Accounting

APPROVED 8-21-56
W. W. Stiffler
Assistant State Highway Engineer

RECEIVED
AUG 21 1956
OFFICE OF
STATE HIGHWAY ENGINEER

NOTED
W. W. STIFFLER

A

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AUG 22 1956
FOR FILING

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**OREGON STATE HIGHWAY DEPARTMENT**

**INTER-DEPARTMENT CORRESPONDENCE**

Salem, Oregon
August 21, 1956

**SUBJECT:** Per diem extension

**To:** Mr. W. W. Stiffler
Assistant State Highway Engineer
OFFICE

May we have your approval on a 30 day extension of per diem allowance for Bridge Crew No. 140-00, repairing damaged bridges on Ochoco Highway and Service Creek-Mitchell Secondary, with temporary headquarters at Mitchell, due to cloudburst on July 13, 1956.

E. A. Collier
Maintenance Engineer

By E E Johnston
E. E. Johnston
Asst. Maintenance Engineer

EEJ:dl

cc E. A. Collier
A. W. Bates
Accounting

APPROVED 8-22-56
W W Stiffler
Assistant State Highway Engineer

RECEIVED
AUG 22 1956
OFFICE OF
STATE HIGHWAY ENGINEER

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35-1107
4777

ROBERT E. HICKSON
CONSULTING ENGINEER
525 S. E. 65TH AVENUE
PORTLAND 16, OREGON

TELEPHONE
BELMONT 5-5345

August 15, 1956

Oregon State Highway Commission
Salem, Oregon

Attention: Mr. Glenn Paxson
Asst. State Highway Engineer

Dear Mr. Paxson:

In our conference of July 27 concerning the recent flood at Mitchell, Oregon, you asked that a report and recommendations be made covering three general questions:

1. Whether advisable to reconstruct the highway on the same lines in the vicinity of Stations 735 to 738±? Or whether minor revisions might be made.

2. Effect of construction of the highway on north side of the creek opposite the town.

3. Effect of the lower crossing on flooding and whether raising the old street grade would adversely affect conditions.

The accompanying report covers these three questions, and includes also other general observations. It is hoped this report will be of value to you, and I will be glad to discuss the matter further should you so desire.

Yours very truly,

R E Hickson
R. E. Hickson
Consulting Engineer

NOTED
G. S. PAXSON

Enclosure:

Report on Flood at
Mitchell, July 13, 1956
with accompanying drawing
and cross sections.

RECEIVED
AUG 17 1956
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
AUG 16 1956
FOR FILING

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OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
August 15, 1956

SUBJECT:

To:

Mr. C. W. Enfield
Chief Counsel

Office

I am returning herewith three legal files in connection with the Mitchell flood project. I am returning to Mr. Glaisyer the contract on the Jones Ranch-Mitchell Section, Contract No. 4035, and to General Files two contract files and one maintenance file. These files have all been charged out to Mr. R. L. May.

We have made a careful search of all the above files and can find no indication of any complaint being registered by any of the inhabitants of Mitchell due to the narrowing of the channel of Bridge Creek.

Tom Edwards
Construction Engineer

EAP:ep

Encls.

cc - H. B. Glaisyer ✓
General Files

A

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**OREGON STATE HIGHWAY COMMISSION**

INTER-DEPARTMENT CORRESPONDENCE

Bend, Oregon
August 14, 1956

SUBJECT: Mitchell Area

To:

Mr. Forrest Cooper
Construction Engineer
State Highway Department
Salem, Oregon

As was requested by your recent telephone call, we hage made a thorough search of our files in the Mitchell Area and are unable to find anything of any nature which could be considered a complaint against the construstion of the highway and bridges in that area.

Robert H Clark
ROBERT H. CLARK
Division Office Engineer

RHC:bd

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OFFICE OF
STATE HIGHWAY ENGINEER

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4779

August 13, 1956

General Insurance Company of America

Seattle 5, Washington

Re: Householder's Ultra
Policy No. HU-80263

Gentlemen:

The above policy was issued to myself and Verona W. Baldock of 1100 Chemeketa Street, Salem, Oregon, to provide coverage between October 4, 1955 and October 4, 1960.

On July 13, 1956, at approximately 4:40 P.M., there is reported to have been a flash flood at Mitchell, Oregon, a town of about 400 people, located in Wheeler County on U. S. Highway No. 26. It is claimed that the flood did extensive damage to many of the residences and commercial buildings in the community, and many of the citizens of Mitchell are now threatening litigation to recover damages against various officials of the State Highway Department, including the undersigned in his capacity as State Highway Engineer. The extent of damage has not been precisely determined; however, rough estimates run between two and five hundred thousand dollars.

One other contract of liability insurance was in force at the time of the incident. That policy was written by the Oregon Automobile Insurance Company, Equitable Building, Portland, Oregon, and is denominated Comprehensive Liability Policy No. CL-15458. The named insured are "the Members of the Oregon State Highway Commission, and all of its or their officers, agents and employees, while acting in the course of their employment or while in the performance of their official duties for the Oregon State Highway Department."

Notice is hereby given of the above-described incident, and your company is hereby requested to take over and defend claims against the above-named insured based upon this incident.

The insured, of course, stands ready to cooperate as required by the policy.

Yours very truly,

R. H. Baldock
State Highway Engineer

wam a.j.

A

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AUG 30 1956
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Aug. [illegible], 1956

Mr. Robert Y. Thornton
Attorney General
Department of Justice
Supreme Court Building
Salem, Oregon

Dear Mr. Thornton:

On July 13, 1956, a sudden and heavy downpour of rain occurred in the vicinity of Mitchell, Oregon, with the result that Bridge Creek, which runs through the town of Mitchell, overflowed its banks and caused considerable property damage in the area.

During the year 1952, a section of the Ochoco Highway was improved and reconstructed, and a portion of the highway was located so that it bypassed the town of Mitchell. I am advised that several persons, who sustained loss of property as a result of the above mentioned flood, intend to press a claim for damages against me personally. It seems that these persons contend that the location, construction and maintenance of the highway was such that it interfered with and impeded the normal flow of Bridge Creek, and thus, flood waters which would ordinarily have been confined to the channel of the creek overflowed and caused damage to the property. This I deny.

In accordance with the provisions of ORS 243.510, it is respectfully requested that you or a member of the Department of Justice at your direction appear and represent me in any case which may be instituted as a result of the property damage outlined above.

Yours very truly,

R. H. BALDOCK
State Highway Engineer

RLM:FRC

5f

FORM E-123 30M REVISED 2-53

RECEIVED
AUG 10 1956

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35-1107

COMMISSIONERS
BEN R. CHANDLER, CHAIRMAN
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE
M. K. McIVER, MEMBER
PORTLAND
H. B. GLAISYER
SECRETARY

OREGON
STATE HIGHWAY DEPARTMENT
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
W. C. WILLIAMS
1ST ASST. STATE HWY. ENGR.
W. W. STIFFLER
2ND ASST. STATE HWY. ENGR.
C. W. ENFIELD
CHIEF COUNSEL

August 10, 1956

IN REPLY PLEASE REFER TO

NOTED
W. C. WILLIAMS

Mr. Roy Kilpatrick
c/o Lytle, Kilpatrick and Schroeder
Attorneys at Law
Canyon City, Oregon

COPY

Dear Mr. Kilpatrick:

This will acknowledge receipt of your letter of August 7, with which you transmitted the claim of Kenneth F. Brookshire, Mitchell, Oregon, against the State Highway Commission for damage that occurred to his property by reason of the flood that occurred thereon on July 13, 1956.

As requested, the claim will be brought to the attention of the State Highway Commission at its meeting on August 16 and 17, 1956.

Respectfully yours,

H B Glaisyer

Secretary
OREGON STATE HIGHWAY COMM.

HBG:hlm

cc: Commissioners
R. H. Baldock
W. C. Williams
C. W. Enfield

REFERRED TO
W C Williams
By State Highway Engineer

RECEIVED
AUG 10 1956
OFFICE OF
STATE HIGHWAY ENGINEER

Genl 9/16

LAW OFFICES OF
LYTLE, KILPATRICK AND SCHROEDER
CANYON CITY, OREGON

ROBT. D. LYTLE
ROY KILPATRICK
W. F. SCHROEDER

OFFICES AT
CANYON CITY AND VALE

August 7, 1956

Mr. H. B. Glaisyer, Secretary
Oregon State Highway Commission
Salem, Oregon

Dear Mr. Glaisyer:

Enclosed please find claim of Kenneth F. Brookshire, Mitchell, Oregon. We ask that this be presented to the Commission at its next meeting and we as attorneys for claimant, be promptly advised of the Commission's action.

Very truly yours,

Roy Kilpatrick
Roy Kilpatrick

RK/kje
Enc.

Certified Mail

ACKNOWLEDGED
H. B. GLAISYER

M

## BEFORE THE OREGON STATE HIGHWAY COMMISSION

Claimant,

vs.

Oregon State Highway Commission.

## CLAIM

The undersigned hereby makes claim against the Highway Fund for injury and damage to the following described property in the amount set opposite each item in Exhibit A attached hereto.

That said damage resulted from an accident which occurred in connection with the construction, maintenance and operation of U. S. Highway 26 on a segment known as the Ochoco State Highway at or near Mitchell, Wheeler County, Oregon, on Friday, the 13th day of July, 1956, said operation, maintenance and construction having been at all times material herein been performed by the State's own forces and the State's employees in the following manner: The State negligently, carelessly and recklessly so diverted, channeled, constructed and directed the waters of Bridge Creek as they entered and traversed the Town of Mitchell as to direct the full force and effect of said waters against the property of this claimant causing its destruction. That at all times material herein the State of Oregon knew or by the exercise of any care should have known that Bridge Creek runs through a semi-arid terrain and is subject to periodic flash floods and that the State negligently failed to gake any precautions to prevent damage to the claimant by reason of said flash floods, but on the contrary so constructed, operated and maintained said highway as to directly cause the injury and damage herein claimed for.

That your claimant had nothing to do with the construction, operation or maintenance of said State Highway or with said flash flood and did not by his conduct in any manner contribute to said loss.

That your claimant has employed McKay and Panner, Attorneys at Law of Bend, Oregon, and Roy Kilpatrick, Attorney at Law, Canyon

City, Oregon, to represent him in the filing and prosecution of this claim and any correspondence in relation to this claim should be directed to said attorneys and any check or voucher issued in payment of this claim should be made jointly to this claimant and one or more of said attorneys. That this claim is filed pursuant to the provisions of Section 366.430 ORS and is not to be construed as a waiver of any rights that this claimant may have against the State of Oregon, the State Highway Commission and the individual members of the Highway Commission or its employees personally.

x Kenneth F. Brookshire
Claimant

STATE OF OREGON )
) ss.
COUNTY OF WHEELER )

I, KENNETH F. BROOKSHIRE, being first duly sworn on oath depose and say: That I have read and examined the foregoing claim and that the same is true as I verily believe.

x Kenneth F. Brookshire

Subscribed and sworn to before me this 19th day of July, 1956.

Katherine J. E[illegible]
Notary Public for Oregon

My Commission expires:
3/25/57

EXHIBIT A

Kenneth F. Brookshire, owner of Brookshire
Cash Grocery.

| | |
|---|---|
| 30 hours clean-up from flood damage consisting of removing mud, water, debris, etc. Claim of damage to store leasehold and fixtures | $750.00 |

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FOR FILING

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| 4777 |

COPY FOR MR. R. H. Baldock
From H. B. Glaisyer, Secretary

LAW OFFICES OF
LYTLE, KILPATRICK AND SCHROEDER
CANYON CITY, OREGON

ROBT. D. LYTLE
ROY KILPATRICK
[illegible]

OFFICES AT
CANYON CITY AND VALE

August 8, 1956

Mr. H. B. Glaisyer, Secretary
Oregon State Highway Department
Salem, Oregon

Dear Mr. Glaisyer:

Thank you for your letter of August 6th. It is my information that no one from Mitchell desires to be heard at the August 17th meeting.

Very truly yours,

Roy Kilpatrick
Roy Kilpatrick

RK/kje

NOTED
State Highway Engineer

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AUG 10 1956
OREGON
STATE HIGHWAY COMMISSION

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AUG 10 1956
OFFICE OF
STATE HIGHWAY ENGINEER

NOTED
GLAISYER

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FOR FILING

FORM E-30X—25M—9-55—88209

1997

W. C. WILLIAMS

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
August 7, 1956

SUBJECT: Mitchell Flood Damage Claims

To: Memorandum to the file

On Friday, August 3, 1956, a conference was held in the office of Mr. C. W. Enfield for the purpose of discussing possible claims for damages resulting from the Mitchell Flood. Attending the conference were Mr. Roy Kilpatrick, attorney at law, of Canyon City, Oregon, and his secretary Kay Eismann; Dennis Marvin, attorney at law of the firm of McKay and Panner, Bend, Oregon; Mr. C. W. Enfield; Mr. Forrest Cooper; Mr. John C. McLean; and the writer.

At the outset Mr. Kilpatrick and Mr. Marvin advised that they represented all of the property owners having property on the north side of the main street of Mitchell, with the exception of the Chester E. Hilton, C. A. Cole, and W. L. Jackson properties, and that they represented only Clarence Jones on the south side of the main street of Mitchell. They further advised that it was possible that a claim for damages to the Clifton Cambell property, located on the south side of the main street, might be instituted and handled by Mr. James Bodie, attorney at law, of Prineville. They further advised that to their knowledge the only claims would be for damage to property located between the upper and lower bridges within the town of Mitchell.

Claims for damage to approximately 12 properties are involved. These claims will also include damages to personal property, such as automobiles, clothing, household furnishings, and the like, which were lost, damaged, or destroyed by flood waters. It is the estimate of Mr. Kilpatrick that the total claims will amount to approximately $200,000.00. The claimants intend to proceed on two grounds; the first being inverse condemnation against the State of Oregon; the second being the personal liability of the State Highway Commissioners, and of the State Highway Engineer. The basic contention of the claimants is to the affect that the new highway was constructed in the middle of Bridge Creek, thus obstructing or diverting the normal flow of flood water which resulted in damage to property which would not have occurred if the creek had been left in its natural condition. As noted above, the claims will include amounts from loss of both real and personal property, and, in many instances where the actual damage to real property was not extensive, the claimants will demand recovery of the value of the property on the grounds that the property has lost its entire sale value because of the danger of flood recurrence. It is the position of the claimants that if the State pays on a basis of inverse condemnation, the State will then hold title to the property.

The citizens of the area apparently desire to have the road relocated, and, according to Mr. Kilpatrick, have signed a petition asking for relocation of the road. No recommendation or suggestion is made, however, as to the place or method of relocation.

Mr. Kilpatrick and Mr. Marvin would not discuss the details of their evidence or the basis of their claim, but contented themselves with the statement that they did not wish to reveal the strength of their case unless and until the State Highway Commission indicated a desire to settle the cases. Mr. Kilpatrick and Mr. Marvin were advised that an investigation was now under way, and that until our investigation was completed we would not be in any position to advise the Commission, but that on the basis of what we knew of the incident we fail to see any grounds for liability of the Highway Commission, the State Highway Engineer, or the State of Oregon. The claimants are aware of the effective date of Mr. Baldock's resignation, and intend to file complaints on or before that date.

ROBERT L. MAY, JR.
Assistant Counsel

RLM:aj
cc - R. H. Baldock
W. C. Williams
Forrest Cooper
John C. McLean
C. W. Enfield

RECEIVED
AUG 10 1956
OFFICE OF
STATE HIGHWAY ENGINEER

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4797

August 6, 1956

Mr. R. E. Hickson
Consulting Engineer
525 S. E. 65th Avenue
Portland 16, Oregon

Dear Mr. Hickson:

Herewith three sets of the cross sections showing the original ground line, the constructed road bed, and the ground line as existing after the flood of July 13. I am also attaching a set of photographs which are reproductions of pictures taken of Mitchell more than 50 years ago.

The first picture, which is marked No. 1, shows Mitchell as it was in 1896. No flood had occurred at that time and the picture is only of general interest. Picture No. 2 shows Mitchell in 1903, which was prior to the 1904 flood. Picture No. 3 shows Mitchell after the flood of 1904. Many of the buildings shown in Picture No. 2 can still be identified in Picture No. 3, and you will notice that practically all of the buildings in the overflow channel have been washed away. These two pictures were taken some time apart, and you will notice that at least one building shown in the later picture had been built after Picture No. 2 had been taken.

Cross sections in Const. Dept. files.

The Construction Division has sent to Bend for the hard copy map of Mitchell showing the contours of that section. They advise, however, that they are working with this map exploring the possibilities of a by-pass of the town and that they need the map for the remainder of this week. You could get it the first of next week, or you can take any data you want from it here in this office as soon as we get it from Bend.

Very truly yours,
R. H. Baldock
State Highway Engineer

By

G. S. Paxson
Assistant State Highway Engineer

GSP:gm

Encls.

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AUG 7 1956
FOR FILING

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August 6, 1956

Mr. R. E. Hickson
Consulting Engineer
525 S. E. 65th Avenue
Portland 16, Oregon

Dear Mr. Hickson:

Herewith three sets of the cross sections showing the original ground line, the constructed road bed, and the ground line as existing after the flood of July 13. I am also attaching a set of photographs which are reproductions of pictures taken of Mitchell more than 50 years ago.

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Cross sections in Const. Dept. files.

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Very truly yours,
R. H. Baldock
State Highway Engineer

By

G. S. Paxson
Assistant State Highway Engineer

GSP:gm

Encls.

FORM 2-123 50M REVISED 2-52

RECEIVED
1956

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COMMISSIONERS
BEN R. CHANDLER, Chairman
Coos Bay
CHAS. H. REYNOLDS, Member
La Grande
M. K. McIVER, Member
Portland
H. B. GLAISYER
Secretary

OREGON
STATE HIGHWAY DEPARTMENT
SALEM

R. H. BALDOCK
State Highway Engineer
W. C. WILLIAMS
1st Asst. State Hwy. Engr.
W. W. STIFFLER
2nd Asst. State Hwy. Engr.
C. W. ENFIELD
Chief Counsel

August 6, 1956

Lytle, Kilpatrick and Schroeder
Attorneys at Law
Canyon City, Oregon

Gentlemen:

I have for acknowledgment a letter from your office dated July 31, 1956, signed by Gilbert Folston, Clarence Jones, Lawrence E. Sigfirt and Beryl Brookshire, all of Mitchell, Oregon, advising that the 15-minute period of time which has been reserved for the citizens of Mitchell at the August 17 meeting of the State Highway Commission is inadequate, and requesting that the Commission hold a special hearing in Mitchell where a full and complete presentation of the problem can be presented by local residents.

I am very sorry but due to the large number of delegations that are scheduled to appear before the Highway Commission at its meeting on August 17 it is not possible to give any group more than 15 minutes of time. Were more time allowed the probabilities are that some of them could not be heard.

As to whether or not the Highway Commission would be willing to conduct a hearing in Mitchell is something that I am presently not in a position to state; however, I shall bring the letter to the attention of the Commission at its meeting next week. It may be that you will be given an answer at that time, otherwise I will write you of the Commission's action.

Circumstances being as they are I am wondering whether or not you still wish to present your case to the Highway Commission at the August 17 meeting. I will appreciate it very much if you will let me know soon so I can reassign to another group the time that was allotted to the people of Mitchell, if they decide not to be present.

Respectfully yours,

HBGlaisyer

Secretary
OREGON STATE HIGHWAY COMM.

RECEIVED
AUG 8 1956
OFFICE OF
STATE HIGHWAY ENGINEER

HBG:pp
cc: Commissioners
Mr. R. H. Baldock
Mr. W. C. Williams

Mitchell, Oregon
July 31, 1956

Oregon State Highway Commission
Salem, Oregon

Attention: Mr. H. B. Glaisyer

Dear Mr. Glaisyer:

The Oregon State Highway Commission completed a new road through Mitchell in 1953 over the protests of all of the natives that the new road was dangerous to life and property.

The new highway and all the new bridges were washed out on July 13, 1956.

The Commission has estimated its loss alone at a half a million dollars. With the loss of the highway and the bridges went scores of thousands of dollars worth of private property.

All of the citizens of Mitchell signed a petition asking that the road not be rebuilt in the same dangerous fashion.

The Highway Commission has condescendingly allowed the citizens of Mitchell 15 minutes in which to present their views on the reconstruction and location of the highway. This amount of time is obviously inadequate in which to show the Commission the existing danger of the present location of the highway. As previously explained, this situation deserves a complete study and survey by the Commission and not simply a brief and casual look. The flood victims of Mitchell are destitute and homeless and a request to come to Portland is clearly unfair and impossible.

A hearing is hereby requested at Mitchell where a full and complete presentation of the picture can be presented. This will present no hardship to the Commission as it does to the flood victims of Mitchell.

Very truly yours,

Gilbert Folston
Clarence Jones
Lawrence E. Sigfrit
Benj. Brookshire

ACKNOWLEDGED
H. B. GLAISYER

RECEIVED
AUG 1 1956
FOR FILING

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Salem, Oregon
July 31, 1956

Mitchell Flood Prefix Change

E. A. Collier
Maintenance & Equipment Engr.
Office

In regard to "Emergency Relief Projects", it has become desirable to assign a special account for this class of expenditure. Therefore, special maintenance prefix 35-4203 and the extra gang maintenance prefixes you anticipated using for the work in restoring damage done by the recent flood at Mitchell should not be used. The following prefixes should be used.

| | |
|---|---|
| 35-1107 | Fred H. Slate and E. C. Hall, Contract No. 4777 for restoring fills and construction of riprap on the Ochoco Highway. |
| 35-1108 | Work to be done by state extra gang and maintenance crews on the Ochoco Highway. |
| 35-1109 | Work to be done by state extra gang and maintenance crews on the Service Creek-Mitchell Secondary Highway. |

S. H. Probert
Office Engineer

JAH:ia

RECEIVED
JUL 31 1956
FOR FILING

35-1107

4777

Salem, Oregon
July 30, 1956

Contract No. 4777

C. H. Maison
Auditor

I hand you herewith a fully executed copy of State Highway Contract No. 4777 with Fred H. Slate Company Oregon Ltd. and E. C. Hall Company, joint contractors, for the repair of damage that occurred in the town of Mitchell, Oregon, as the result of the recent flood. This copy is to be transmitted to the Secretary of State.

H. B. Glaisyer, Secretary

HBG:jmc

Encl.

cc: Mrs. Goldie Lewis

A

RECEIVED
JUL 31 1956
FOR FILING

35-1107

[illegible]

Salem, Oregon
July 30, 1956

Contract 4777

W. W. Stiffler
Assistant State Highway Engineer

I hand you herewith one fully executed copy and two conformed copies of the agreement between the State Highway Commission and Fred H. Slate Company Oregon Ltd. and E. C. Hall Company who are acting as joint contractors in connection with the repairs to the Ochoco Highway through the town of Mitchell. This has been designated as State Highway Contract 4777.

A fully executed copy of this agreement has been furnished the contractor and the Secretary of State. An executed copy has also been furnished Mr. Williams for delivery to the Bureau of Public Roads and a certified copy has been sent to the surety on the bond furnished by the contractor in connection with this job. I have retained one fully executed copy for the Commission's records and files.

8/1
No copy of contract given to Williams
He said Mr Stiffler
could furnish
Bureau a copy.
jmc

H. B. Glaisyer, Secretary

HBG:jmc

Encls.

cc: E. A. Collier

July 30, 1956

Great American Indemnity Company
Wells-Reed Insurance
Resident Agent
412 Failing Building
Portland 4, Oregon

Gentlemen:

I hand you herewith a certified copy of the agreement between the State Highway Commission and Fred H. Slate Company Oregon Ltd. and E. C. Hall Company, joint contractors, who are doing repair work on the Ochoco Highway, Mitchell, Oregon, resulting from the recent flood at that place. This copy is furnished you inasmuch as Great American Indemnity Company appears as surety on the bond furnished by the above contract in connection with this job.

We have assigned to this project State Highway Contract No. 4777.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

HBG:jmc

Encl.

Salem, Oregon
July 27, 1956

Mr. E. A. Collier
Maintenance Engineer
Office

A contract agreement between the State Highway Commission and Fred H. Slate, Oregon Limited, and the E. C. Hall Company, a copartnership, as joint contractors, with only minor changes from the blank copy I left with you, has been executed by the firm of contractors and the State Highway Commission. The surety bond in the amount of $40,000 was written by the Walls-Reed Insurance Company, which company also writes the liability insurance on the contractor's equipment.

Conformed copies of the executed contract will be supplied by Mr. Glaisyer very shortly.

I wish to remind you, however, that should the total cost of the work being performed, or which will be performed, by Slate and Hall, as contractors, exceed a total of $80,000, it will be necessary to increase the surety bond to an amount equal to 50 per cent of the total final cost of the project.

W. W. Stiffler
Assistant State Highway Engineer

WWS:er

cc Mr. Dean Swift
Mr. A. W. Bates

July 27, 1956

Fred H. Slate Company, Oregon Limited,
and
E. C. Hall Company
12012 Southwest Barbur Boulevard
Portland 19, Oregon

Gentlemen:

I hand you herewith a fully executed copy of an agreement between yourselves and the State Highway Commission covering emergency repairs to the Ochoco Highway through Mitchell, Oregon, which highway was seriously damaged as a result of the flood and the action of the elements on or about July 13, 1956.

This agreement has been given State Highway Contract No. 4777.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

HBG:pp
Attachment
cc: Mrs. Goldie Lewis

7-26-56

Mr. Stiffler:

This copy is for your information.
The letter "A" has been added to the Function number to make the flood damage costs identifiable if restoration fund pays a portion of it.

. A. Collier/LEd

---

N
COMMISSION
partment

MISC. CONTRACTS and AGREEMENTS No. 1762

## ration Work Order
## laneous Properties

1956 ...... Prefix 35-6403

Date Submitted July 18, 1956

ation

| ATE OF COST | Function No | Amount |
|---|---|---|
| ........................ | 601 A | $ 1000 |
| uilding, sort and clean ........................ | 606 A | 1000 |

State Restoration Funds to be Requested

~~First authorization on 601, 606, [illegible] = $ 550.~~

INSTRUCTIONS Orders are to be prepared in quintuplicate. Two copies are to be submitted to the Salem Office, and after approval by the Maintenance Engineer one copy will be returned to the Division Engineer for his files. The third copy will be retained by the Division Engineer until the approved copy is received, after which it should be sent to the Engineer or Superintendent in immediate charge of the work. The fourth copy is for the Crew Foreman. The fifth copy is for a final report.

Description, estimates and other information given on a revised order should cover work under previous authorizations, as it is intended that the revised order will replace the previous one rather than serve as a supplement to it.

| | |
|---|---|
| *Estimated cost of work to be done under this order as per above estimate* | 2550.00<br>~~[illegible]~~ |
| *Amount previously authorized under this order* | 550 |
| *Increase* ☒ *Decrease* ☐ | 2000 |

*Recommended for approval:*

District Maintenance Superintendent

Division Engineer

*Approved:*

EAlorin
Maintenance Engineer

**This order does not constitute authority for expenditures until approved and returned.**

MISC. CONTRACTS and AGREEMENTS No. 1762

OREGON
STATE HIGHWAY COMMISSION
Maintenance Department

# Maintenance and Operation Work Order Buildings and Miscellaneous Properties

Location Mitchell For the Year 1956 Prefix 35-6403

County Wheeler Authorization [illegible] Date Submitted July 18, 1956

Building Name, Type and Purpose Maintenance Station

| DETAILED DESCRIPTION OF WORK AND ESTIMATE OF COST | Function No | Amount |
|---|---|---|
| Haul mud and debris from yard | 601 A | $ 1000 |
| Haul mud and debris from yard, clean building, sort and clean tools and equipment | 606 A | 1000 |

FLOOD DAMAGE

State Restoration Funds to be Requested

~~First authorization on 601, 606, [illegible] = $ 550.~~

INSTRUCTIONS: Orders are to be prepared in quintuplicate. Two copies are to be submitted to the Salem Office, and after approval by the Maintenance Engineer one copy will be returned to the Division Engineer for his files. The third copy will be retained by the Division Engineer until the approved copy is received, after which it should be sent to the Engineer or Superintendent in immediate charge of the work. The fourth copy is for the Crew Foreman. The fifth copy is for a final report.

Description, estimates and other information given on a revised order should cover work under previous authorizations, as it is intended that the revised order will replace the previous one rather than serve as a supplement to it.

*Estimated cost of work to be done under this order as per above estimate* . . . 2000.00

*Amount previously authorized under this order* . . . 550

*Increase* ☒ *Decrease* ☐ . . . 2000

*Recommended for approval:*

District Maintenance Superintendent

Division Engineer

*Approved:*

Maintenance Engineer

**This order does not constitute authority for expenditures until approved and returned.**

# CONFIRMATION MEMO

MISC. CONTRACTS and AGREEMENTS No. 1262

To W. W. Stiffler, Office DATE July 26, 1956

Herewith copies of file to date on Mitchell loss. Mr. Haskin advised that a representative of the Restoration Fund has been at Mitchell, and that now that Reagan has been notified that there will be a claim, we should wait until we have accurate figures on all items before reporting to them again. They are still salvaging asphalt, and probably will locate some small tools when they get all the mud out of the Maintenance Building and yard.

SIGNED John A. Phillips

**PLEASE REPLY HERE**

To ____________________ DATE ____________________

SIGNED ____________________

NOTE - INDIVIDUAL ORIGINATING CONFIRMATION MEMO RETAINS YELLOW COPY. FORWARDING FIRST AND TRIPLICATE INTACT WITH CARBONS. ADDRESSEE REPLIES, EXTRACTS CARBON; RETAINS TRIPLICATE, RETURNING FIRST PART TO ORIGINATOR OF CONFIRMATION MEMO.

COAST SALESBOOK COMPANY-PORTLAND

---

Fund Application
es in Mitchell Flood

t August 1 a report
as

$____________

r $____________

$____________

$____________

$____________

$____________

$____________

E. A. Collier
Maintenance Engineer

EACnlm

NOTED
W. W. STIFFLER

NOTED
J. A. PHILLIPS

MISC. CONTRACTS and
AGREEMENTS No. 1762

Salem, Oregon
July 23, 1956

Restoration Fund Application
Equipment Loss in Mitchell Flood

Mr. Dean Swift
Division Engineer

For the Restoration Fund application please send about August 1 a report on loss of equipment at Mitchell flood July 13, such as

Dump Truck 53-483:
  Dump bed 2 miles below Mitchell - Salvage value $__________
  No trace of motor or chassis

Asphalt Kettle 50-556:
  No trace found

Hall Sander #_______:
  Found 3 miles below Mitchell - Cost to repair $__________

Barreled Asphalt, 12,000# - Cost $__________

Plus cost to remove from fields
and cover in fills $__________

Cost to remove 3 feet of mud from buildings $__________

Other costs and losses $__________

Total $__________

E. A. Collier
Maintenance Engineer

EAC:ich

NOTED
W. W. STIFFLER

NOTED
J. A. PHILLIPS

BND MCE 96 7-18 500P

EAN SWFIT

CAN YOU ADVISE EQUIPMENT NUMBER OF EQUIPMENT LOST AT MITCHELL. ALSO PRESENT LOCATION SAY 1 MILE BELOW MITCHELL. IF FOUND AND CONDITION.

E A COLLIER

T

MCE BND 146 719-56 828 AM

E A COLLIER

RE UR TT 96

1 [redacted] HALL SANDER PARTLY BURIED AT SHED - PROBABLY CAN BE SALVAGED
1 HALL SANDER 3 MI BELOW MITCHELL- CONDIITION NOT KNOWN
1 HALL SANDER 3 MI BELOW MITCHELL- UNCONFIRMD REPORT
SCOOPMOBLILE 48-999 BUCKET 1.5 MILES BELOW MITCHELL. TRUCK [redacted] 53-433 BED
HAS ONE WHEEL AND TIRE 12 MI BELOW MITCHELL. KETTLE 50-555 NOTHING FOUND
2 MILES BELOW MITCHELL

L H WARFIELD

END/ BRD DID U REC YES TGXX THANKS

NOTED
J. A. PHILLI

OK

FORM E-123 50M REVISED 3-53

COMMISSIONERS
BEN R. CHANDLER, CHAIRMAN
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE
M. K. McIVER, MEMBER
PORTLAND
H. B. GLAISYER
SECRETARY

OREGON
STATE HIGHWAY DEPARTMENT
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
W. C. WILLIAMS
1ST ASST. STATE HWY. ENGR.
W. W. STIFFLER
2ND ASST. STATE HWY. ENGR.
C. W. ENFIELD
CHIEF COUNSEL

IN REPLY PLEASE REFER TO

July 17, 1956

Mr. Wm. L. Reagan, Chief
Property Control Section
State of Oregon
Finance Building
Salem, Oregon

COPY

Dear Mr. Reagan:

The Highway Department has suffered a loss to maintenance equipment and materials at Mitchell, Oregon and we are giving you a partial list pending a further detailed report.

At the present time the list contains 1 truck, 1 scoop mobile, 1 sander, 1 asphalt feeder, 12,000 gallons of barrel asphalt and a undetermined loss to maintenance buildings.

We will supply you with additional information as soon as we have it from the field.

Very truly yours,

C. W. ENFIELD
Chief Counsel

By
W. H. HASKIN
Property Manager

WHH:dm

RECEIVED
FORM 2-30 25M 9-51 52315
SEP 13 1956

~~FOR FILING~~
35-1187

4777

## OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
July 24, 1956
25

SUBJECT:

To: Mr. E. A. Collier
Maintenance Engineer
Office

Herewith seven copies of a form of agreement between the State Highway Commission and Fred H. Slate Co., Oreg. Ltd., a limited partnership, and E. C. Hall Company, a co-partnership, as joint contractors to do some repair work on the Ochoco Highway which was damaged in the flood at Mitchell. The agreement has been prepared to engage the joint contractors to do the work on a force account basis without resort to bids due to the emergency nature of the project.

Mr. Stiffler has been furnished with two copies for his information and the Division Engineer under whose supervision the work is to be done. I understand he is taking the form with him on his trip to Mitchell this date. He requested us to transmit these forms to you for further processing to the end that the contractors' signatures be obtained so that the commission can execute the same later this week when they are in Salem.

GERohde
GEORGE E. ROHDE
Assistant Attorney

GER:dm

Attach.

P. S. -- There is also transmitted herewith letter dated July 18, 1956, from Wells-Reed Insurance to the attention of Mr. Stiffler to which was attached a certificate of insurance by Great American Indemnity Company, Policy No. LX36240 as to the public liability and property damage insurance held by the above mentioned contractors, together with endorsement No. 14004C extending the coverage thereof to the State of Oregon, its State Highway Commission, officers, agents and employees. This certificate and endorsement should be made part of the general files so that they will be available in the event of necessity.

Certificate of Insurance filed in Section #4777

NOTED
W. W. STIFFLER

RECEIVED
JUL 26 1956
FOR FILING

35-1107

4777

P

STATE OF OREGON
STATE INDUSTRIAL ACCIDENT COMMISSION
SALEM

ADDRESS REPLY TO
STATE INDUSTRIAL ACCIDENT COMMISSION
PUBLIC SERVICE BUILDING
SALEM, OREGON

ATTENTION: APD

July 25, 1956

Mr. R. H. Baldock
Oregon State Highway Commission
State Highway Building
Salem, Oregon

Dear Mr. Baldock:

The enclosed inspection was made by our Mr. R. Hescock on July 18, 1956 and covers the road construction operation of the Oregon State Highway Commission located near Mitchell.

This copy is sent to you for your records.

Very truly yours,

STATE INDUSTRIAL ACCIDENT COMMISSION
Accident Prevention Division

G. S. Kallenbaugh im
G. S. Kallenbaugh, Director

GSK:im

RECEIVED
JUL 26 1956
OFFICE OF
STATE HIGHWAY ENGINEER

NOTED
W. W. STIFFLER

FOR OFFICE USE ONLY

| Note and Initial | | Return to |
|---|---|---|
| Director | | |
| Ass't Dir. | | |
| Chf. Field Opr. | | |
| Office Mgr. | | |
| File | | |
| | | |
| | | |

STATE OF OREGON
STATE INDUSTRIAL ACCIDENT COMMISSION
SALEM

July 18th, 1956
Date

9300
Firm or F.I.L. No

R.Hescock.
Field Representative

ACCIDENT PREVENTION DIVISION

# Inspection Report

Employer Oregon State Hi-way Dept Mailing address Salem, Ore.

Location of operation Mitchel,Ore & 2mi.E.&.W. County Wheeler

Type of operation Road Constr. Total number of employes 35

Have previous corrections been completed? Yes ☒ No ☐

(If previous corrections not completed, list by number and date of inspection)

Address correspondence re this inspection to: Hi-way Engineers, Salem,Ore.
(Name of management representative and address)

The following items are found to be in violation of the Safety Laws and Codes of the State of Oregon. After these conditions have been corrected, mail the **NOTICE OF COMPLIANCE** to reach the Accident Prevention Division, State Industrial Accident Commission, Salem, Oregon by the following date none

An inspection of this area of flood damage re-construction brought out such items as men working under overhanging slabs of concrete bridges not shored up,workmen around pile driver with guide falling apart and numerous employees under and over hazzardous material without hard hats. Making note of these till able to locate the engineer in charge. Later located Mr. Horton Houghlet,engineer who went over the operation with me and had everything corrected,shored up & repaired and an order sent in for plenty of hard hats with orders to wear them in very quick order. Hence no written corrections were left with this crew.

NOTED
W. W. STIFFLER

Copy received by no copy left on the job. Title

Compliance card left? Yes ☐ No ☒

**NOTE:** Make 4 copies. Original to Employer; Duplicate to Salem Office; Triplicate to your Supervisor; Quadruplicate your file.

APD Form 1—Rev.

FORM E-123 50M REVISED

RECEIVED
AUG 29 1956
FOR FILING

35-1407
Agenda
4777

COMMISSIONERS
BEN R. CHANDLER, CHAIRMAN
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE
M. K. MCIVER, MEMBER
PORTLAND
H. B. GLAISYER
SECRETARY

OREGON
STATE HIGHWAY DEPARTMENT
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
W. C. WILLIAMS
1ST ASST. STATE HWY. ENGR.
W. W. STIFFLER
2ND ASST. STATE HWY. ENGR.
C. W. ENFIELD
CHIEF COUNSEL

IN REPLY PLEASE REFER TO

July 23, 1956

Mr. Roy Kilpatrick
c/o Lytle, Kilpatrick & Schroeder
Attorneys at Law
Canyon City, Oregon

Dear Mr. Kilpatrick:

This acknowledges your letter of July 21, 1956 and the petition transmitted therewith in which the citizens of Mitchell, Oregon ask the State Highway Commission not to reconstruct the Ochoco Highway through the town of Mitchell until thorough engineering studies have been made by competent engineers independent of the Highway Commission. An appointment with the members of the Highway Commission at its next regular meeting is also requested.

The petition will be brought to the attention of the members of the Highway Commission and the Highway Engineer for their information.

The next regular meeting of the Highway Commission is scheduled to be held in Portland on Thursday and Friday, August 16 and 17, 1956. The meeting place is the Queens Room in the basement of the Imperial Hotel. Delegations will be heard on the second day, Friday, August 17, on which day I have reserved for the convenience of your group fifteen minutes of time starting at 10:45 a.m., which I trust is satisfactory.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

HBG:blm

cc: Commissioners
R. H. Baldock
W. C. Williams ✓

COPY

RECEIVED
1956
OFFICE OF
STATE HIGHWAY ENGINEER

LAW OFFICES OF
**LYTLE, KILPATRICK AND SCHROEDER**
CANYON CITY, OREGON

ROBT D. LYTLE
ROY KILPATRICK
W. F. SCHROEDER

OFFICES AT
CANYON CITY AND VALE

July 21, 1956

Oregon State Highway Commission
Salem, Oregon

Gentlemen:

Enclosed please find a petition submitted by the people of Mitchell, Oregon.

Very truly yours,

Roy Kilpatrick

RK/kje
Enc.

RECEIVED
JUL 23 1956
OREGON
STATE HIGHWAY COMMISSION

## TO THE OREGON STATE HIGHWAY COMMISSION

## SALEM, OREGON

## PETITION

We, the undersigned citizens of Mitchell, Oregon, do hereby respectfully represent:

That by reason of the construction of a segment of U. S. Highway, 26, Oregon State Ochoco Highway, through our town a major section of the town was destroyed, the lives of numerous citizens were endangered and future use or habitation of the property damaged made impossible.

That in our opinion the manner in which the highway was constructed by the Commission rendered said catastrophe inevitable and we further represent that the reconstruction of said highway in the identical manner has been demonstrated to be dangerous.

We respectfully petition that said highway not be reconstructed until thorough engineering studies have been made by competent engineers independant of the Commission to the end that the safety of the inhabitants of our Town and their property will be insured.

We further respectfully request that we be granted an audience at the next regular meeting of the Commission so that we may more fully explain our position.

Gilbert Folston
P.M. Ahorn.
Lavinia E. Siffit

Clarence Hudspeth
Hattie Harsden

RECEIVED
JUL 26 1956

FOR FILING
35-4407
4777
REFERRED TO
Probert
BY DEPUTY STATE HIGHWAY ENGINEER
To note.

**OREGON STATE HIGHWAY DEPARTMENT**

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
July 20, 1956

SUBJECT: Mitchell Flood Damage

To: Mr. W. C. Williams
Deputy State Highway Engineer
Office

PLEASE RETURN TO
W. C. WILLIAMS

On this date I received a teletype message from Dean Swift, Division Engineer of Division 4, advising that McKay and Panner, attorneys at Bend, have requested a map of the constructed line of the Ochoco Highway at Mitchell, possibly in connection with the possible flood damage actions. Mr. Swift requested advice as to whether or not the map should be released.

I advised Mr. Swift that the map should not be released by his office, but that he should have McKay and Panner make their request to Salem so that the Legal Department might have an opportunity to examine any material released which might have a bearing upon a possible flood damage suit. When and if McKay and Panner make a request for the map or other material, it will be appreciated if you will give the Legal Department an opportunity to examine such material before it is released.

ROBERT L. MAY, JR.
Assistant Counsel

RLM:aj
cc - Mr. Forrest Cooper

RECEIVED
1956
OFFICE OF
STATE HIGHWAY ENGINEER

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

MISC. CONTRACTS and
AGREEMENTS No. 1267

OREGON DISTRICT

408 STATE HIGHWAY BLDG.
SALEM, OREGON

REFERRED TO
Stiffler
BY DEPUTY STATE HIGHWAY ENGINEER

08-35

July 20, 1956

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Receipt is acknowledged of your July 20, 1956 letter to the Commissioner signifying your intention of requesting an allocation of Emergency Relief funds under Public Law 413, 82nd Congress, to assist in the repair and reconstruction of Federal-aid highways in Wheeler County damaged by a disastrous cloudburst on July 13.

This office is cognizant of the nature of the disaster and concurs with your statement as to the extent and seriousness of the damage.

You are authorized to perform the necessary temporary repairs beginning as of July 14 with the understanding that Federal participation in the cost of such repairs is subject to formal concurrence of the Secretary of Commerce in Governor Smith's declaration of emergency and to an allotment of Emergency Relief funds by the Commissioner on the basis of an approved program.

Very truly yours,

C G Polk
C. G. POLK
District Engineer

REFERRED TO
Williams.
By State Highway Engineer
Proceed.

RECEIVED
JUL 23 1956
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
JUL 20 1956
FOR FILING

| |
|---|
| 35-1407 |
| |
| 4821 |

MISC. CONTRACTS and
AGREEMENTS No. 1767

July 20, 1956

C. D. Curtiss
Commissioner of Public Roads
General Services Bldg.
Washington, D. C.

Submitted through
Mr. C. G. Polk, District Engineer
Salem, Oregon

Dear Sir:

Serious and extensive damage suffered in the vicinity of the Town of Mitchell in Wheeler County, Oregon, as the result of an unusual cloudburst and attendant flood in Bridge Creek and its tributaries, has led the Governor of the State to proclaim that an emergency exists in the County of Wheeler and that the immediate repair and reconstruction of damaged and destroyed roads, highways and bridges is vital to the security, well-being and health of the citizens of the State of Oregon.

The nature and extent of the damage suffered by federal-aid highways and bridges in Wheeler County is believed to be sufficient to make the same eligible for federal aid under the provisions of Public Law 413, 82nd Congress. Therefore, in accordance with the provisions of Bureau of Public Roads General Administrative Memorandum No. 335 and its supplements, the State Highway Commission of the State of Oregon does hereby file this letter with the Commissioner of Public Roads as its preliminary application for federal-aid in the expense incurred and to be incurred subsequent to July 13, 1956, in the repair, reconstruction and repair of the federal-aid highways damaged and destroyed by the above described cloudburst and flood.

There is enclosed herewith a copy of the Proclamation of the Governor of the State of Oregon declaring the existence of an emergency as a result of said cloudburst and flood.

Very truly yours,

R. H. Baldock
State Highway Engineer

GHP:la

Encl.

Emergency

# PROCLAMATION

By the Governor

Executive Department
State of Oregon

GREETINGS:

On Friday, July 13, 1956, a cloudburst, resulting in a devastating flood, struck in Wheeler County, in the general vicinity of Mitchell, Oregon, in the central portion of the State of Oregon, which flood produced serious damage to both private and public property as a consequence of which the County, the City, and the State have sustained serious damage to their road systems and have sustained loss of drainage structures, roadbeds, and road surfaces on primary and secondary federal-aid road systems, and, in addition thereto the state highway system has sustained serious damage, all of which constitutes an emergency existing in Wheeler County, Oregon.

Damage within the above county has been disastrous to the public highways of Oregon, resulting in the necessity for immediate repair or reconstruction of highways and bridges on the primary and secondary federal-aid highway systems, and such conditions constitute an emergency as contemplated by the terms of Section 9 of the Federal-aid Highway Act of 1950 (64 Stat. 785), Section 7 of the Federal-aid Highway Act of 1952 (66 Stat. 158), and Section 118 of the Federal-aid Highway Act of 1956.

NOW, THEREFORE, I, Elmo Smith, Governor of the State of Oregon, do hereby proclaim an emergency to exist within Wheeler County, State of Oregon, as a result of flood conditions and consequent damage to and loss of bridges and highways both on the primary and secondary highway systems; that the immediate repair and reconstruction of such damaged and destroyed highways and bridges is vital to the security, well-being and health of the citizens of the State of Oregon; and that the Secretary of Commerce of the United States is hereby requested to concur in the declaration of this emergency.

DONE at the Capitol in Salem, Oregon,
under the Great Seal of the State

this 20th day of July , 1956.

BY THE GOVERNOR _ /s/ (Elmo Smith)_ _ _ _ _

OREGON STATE HIGHWAY DEPARTMENT

MISC. CONTRACTS and AGREEMENTS No. 1267

# District Maintenance Superintendent's Weekly Report

RESIDENCY 4-B WEEK ENDING July 20 19

Upland Avenue, Redmond, Oregon

General information covering activities of the District Maintenance Superintendent during the week showing where he was each day, whether in the office or in the field. In the latter case, show what jobs he visited, which highways he traversed and enumerate the principal features of the work being carried on with reference to each highway in the district.

ACTIVITIES OF DMS

Saturday: 14 Went to Mitchell to work at getting highways into Mitchell open after they had been closed by waterspout last night. Arrived at Bridge Creek at 4:30 AM and there were no jeeps or power wagons available, I hiked into Mitchell. As we had no dozers in the vicinity and it was impossible to get to our power graders, I started hiring local bulldozers as fast as I could locate people who owned one. By 10:00 AM I had four local bulldozers working on the road and had radioed out for additional equipment. At 6:30 AM I had received word that one dozer, one power grader and a truck and shovel crew were on the way. Jeeps and other four wheel drive vehicles were able to get in and out of town to the west by 8:00 AM and all types of vehicles except semi or full trailer trucks could enter and leave the Mitchell area on the highways by 5:00 PM today. I left the area at about 5:30 PM.

Sunday: Arrived at Mitchell about 7:00 AM and got the shovel crew to widening areas at which a dozer could not be worked and put culverts and fill across Bridge Creek at the old covered bridge site. Traffic had been fording the stream at this point. I had some trouble getting people to work today as it seemed the rest of the people were celebrating something or other. I did get the extra gang crew with a shovel and four trucks, 2 power graders and 3 bulldozers working. There were so many sightseers that we had difficulty in working.

Monday: Went to Mitchell today. We had a shovel, 5 trucks, three power graders and 4. bulldozers working at widening and smoothing detours. Any type of traffic can go through on highway 26 at this time but we do not as yet have enough signs and barricades in place to allow declaring the road open.

Tuesday: Went to Mitchell with Mr. Warfield to make an estimate of the cost of repairing damaged highways. Opened the highway to unrestricted traffic at noon. We had the truck and shovel crew, three power graders and four bulldozers working today widening detours and clearing debris from the road.

Wednesday: Started the Mitchell crew to picking up asphalt that is scattered from Mitchell to fifteen miles down Bridge Creek from Mitchell. The extra gang crew, two power graders and two bulldozers were improving the detours. One hired dozer is working with the bridge crews cleaning up debris around the bridges.

| WEATHER CONDITIONS | | |
|---|---|---|
| Day of Week | A M | P M |
| Saturday | Clear | |
| Sunday | Clear | |
| Monday | Clear | |
| Tuesday | Clear | |
| Wednesday | Clear | |
| Thursday | Partly Cloudy | |
| Friday | Partly Cloudy | |
| Saturday | | |

(continued)

Signed:

District Maintenance Superintendent

STATE PRINTING

OREGON STATE HIGHWAY DEPARTMENT

# District Maintenance Superintendent's Weekly Report

RESIDENCY 4-B WEEK ENDING July 20, 1956

12 Highland Avenue, Redmond, Oregon

General information covering activities of the District Maintenance Superintendent during the week showing where he was each day, whether in the office or in the field. In the latter case show what jobs he visited, which highways he traversed and enumerate the principal features of the work being carried on with reference to each highway in the district.

## ACTIVITIES OF DMS (continued)

Thursday: Went to Mitchell today. Moved the extra gang crew up to Mitchell to clean up water spout material that had been smoothed over to allow traffic to go over the top. Moved one extra gang dozer onto Service Creek-Mitchell Secondary. The Mitchell crew picked up asphalt and started cleaning maintenance shed. Officially opened Service Creek-Mitchell Secondary to light traffic.

Friday: 20 Went to Mitchell to check on operation of extra gang, contractor and section crew. Section crew picked up asphalt and started sanding road. The weather is so hot that the section crew can only work from about 3:30 AM to 8:00 AM picking up asphalt. Contractor is very slow in getting started. He had one D-8 cat, one 10 yd. truck, one eight yard truck and a Northwest 80 Shovel. I put this equipment to work on the main highway. Extra Gang is still in Mitchell.

Contr Equip Working

## ACTIVITIES OF CREWS

Santiam: Kettle patching on the North Santiam.

Sisters: Plant mix patching on Santiam west of Sisters and assisting Redmond crew on plant mix patching on The Dalles-California between Redmond and Bend.

Redmond: Assisting Sisters crew plant mix patching on Santiam west of Sisters and plant mix patching on The Dalles-California between Redmond and Bend.

Madras: Blading shoulders and mowing weeds on Madras-Prineville; cutting weeds and painting mail box posts, sanding bleeding oil on The Dalles-California; blading shoulders, sanding bleeding oil, mowing weeds on the Warm Springs Highway.

Prineville: Plant mix patching on the Ochoco east of Prineville, repairing water spout damage on the Paulina Secondary.

Post: Assisting Prineville crew plant mix patching on Ochoco east of Prineville, repairing water spout damage on Paulina Secondary.

Mitchell: Working on storm damage, picking up asphalt, cleaning out maintenance station.

Bridge Crew: Repairing bridge badly damaged by water spout, M.P. 0.02 Service Creek-Mitchell.

~~Jones~~ Extra Gang Crew: Constructing, widening and smoothing detours, clearing debris from road on Ochoco water spout damage job.

| Day of Week | WEATHER CONDITIONS A. M. | P. M. |
|---|---|---|
| Sunday | | |
| Monday | | |
| Tuesday | | |
| Wednesday | [illegible] | [illegible] |
| Thursday | | |
| Friday | | |
| Saturday | | |

Signed: Alfred W. Bates
District Maintenance Superintendent

STATE PRINTING

RECEIVED
JUL 23 1956
FOR FILING

35-1107

4777

Salem, Oregon
July 19, 1956

Prefix for flood damage at
Mitchell

E. A. Collier
Maintenance & Equipment Engr.
Office

Special maintenance prefix 35-4203 has been assigned to cover work to be done by Fred H. Slate & E. C. Hall in restoring damage done by the recent flood at Mitchell.

This prefix is to cover the restoring of fills and the construction of riprap between M. P. 61.6 and 70, to be done by Slate & Hall under contract agreement.

S. H. Probert
Office Engineer

JAH:ia

R

BND MCE 82 7-1[illegible] 901A

DEAN SWIFT
MEMO ON MITCHELL WASHOUTS

NOTED
W. C. WILLIAMS

1- SELECT BORROW SITES

2- SELECT RIP RAP SITES

3- SECURE RIGHT TO BORROW IF NOT ON R.O.W.

4- STAKE FILLS

5- MAKE RIP RAP 5 FOOT THICK HOROZONTAL

6- CHANGE CHANNEL BACK TO CENTER OF BRIDGE WITH DOZER

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8- WRITE FORCE ACCOUNT ORDER FOR STATE HALL CONTRACT ON FILL AND RIP RAP

9- WRITE ORDER FOR CLEANING MUD OUT OF OUR SHED AND FOR NECESSARYXXX RECOVERY OF OUR EQUIPMENT IF WORTH WHILE SO WE CAN APPLY FOR RESTORATION FUNDS

E A COLLIER

END/DL

DID U RECG YES GA TNX

---

BND MCE 76 7-16 325P

DEAN SWIFT

FRED H SLATE AND E C HALL COMPANY WILL DO FILLS AND RIP RAP AT MITCHELL ON FORCE ACCOUNT CONTRACT . WILL START TOMORROW MORNING. WILL MAKE MORE IN 2 DAYS. THE HEAVY HAULER WILL CALL YOU AT BEND WHEN HE IS READY TO START FROM MADRAS.

E A COLLIER

END/DL

A

FORM E-129 50M REVISED 2-

RECEIVED
JUL 24 1956
FOR FILING

35-1109

4777

COMMISSIONERS
BEN R. CHANDLER, CHAIRMAN
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE
M. K. McIVER, MEMBER
PORTLAND
H. B. GLAISYER
SECRETARY

OREGON
STATE HIGHWAY DEPARTMENT
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
W. C. WILLIAMS
1ST ASST. STATE HWY. ENGR.
W. W. STIFFLER
2ND ASST. STATE HWY. ENGR.
C. W. ENFIELD
CHIEF COUNSEL

IN REPLY PLEASE REFER TO

July 23, 1956

Mr. Roy Kilpatrick
c/o Lytle, Kilpatrick & Schroeder
Attorneys at Law
Canyon City, Oregon

NOTED
W. C. WILLIAMS

COPY

Dear Mr. Kilpatrick:

This acknowledges your letter of July 21, 1956 and the petition transmitted therewith in which the citizens of Mitchell, Oregon ask the State Highway Commission not to reconstruct the Ochoco Highway through the town of Mitchell until thorough engineering studies have been made by competent engineers independent of the Highway Commission. An appointment with the members of the Highway Commission at its next regular meeting is also requested.

The petition will be brought to the attention of the members of the Highway Commission and the Highway Engineer for their information.

The next regular meeting of the Highway Commission is scheduled to be held in Portland on Thursday and Friday, August 16 and 17, 1956. The meeting place is the Queens Room in the basement of the Imperial Hotel. Delegations will be heard on the second day, Friday, August 17, on which day I have reserved for the convenience of your group fifteen minutes of time starting at 10:45 a.m., which I trust is satisfactory.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

HBG:blm

cc: Commissioners ✓
R. H. Baldock ✓
W. C. Williams

NOTED
State Highway Engineer

NOTED
G. S. PAXSON

RECEIVED
1956
OFFICE OF
STATE HIGHWAY ENGINEER

LAW OFFICES OF
LYTLE, KILPATRICK AND SCHROEDER
CANYON CITY, OREGON

ROBT D. LYTLE
ROY KILPATRICK
W. F. SCHROEDER

OFFICES AT
CANYON CITY AND VALE

July 21, 1956

Oregon State Highway Commission
Salem, Oregon

Gentlemen:

Enclosed please find a petition submitted by the people of Mitchell, Oregon.

Very truly yours,

Roy Kilpatrick

RK/kje
Enc.

RECEIVED
JUL 23 1956
OREGON
STATE HIGHWAY COMMISSION

## TO THE OREGON STATE HIGHWAY COMMISSION

## SALEM, OREGON

## PETITION

We, the undersigned citizens of Mitchell, Oregon, do hereby respectfully represent:

That by reason of the construction of a segment of U. S. Highway, 26, Oregon State Ochoco Highway, through our town a major section of the town was destroyed, the lives of numerous citizens were endangered and future use or habitation of the property damaged made impossible.

That in our opinion the manner in which the highway was constructed by the Commission rendered said catastrophe inevitable and we further represent that the reconstruction of said highway in the identical manner has been demonstrated to be dangerous.

We respectfully petition that said highway not be reconstructed until thorough engineering studies have been made by competent engineers independant of the Commission to the end that the safety of the inhabitants of our Town and their property will be insured.

We further respectfully request that we be granted an audience at the next regular meeting of the Commission so that we may more fully explain our position.

Gilbert Folston
C M Ahorn.
Lurine L. Liffit
Clarence Hudspeth
Hattie Warden
Kent Rowell

Williams
Mrs Wm. Taylor

MISC. CONTRACTS and AGREEMENTS No. 1967

Great American Indemnity Company New York

**WELLS-REED INSURANCE**

412 FAILING BUILDING · PHONE CA 8-7305 · PORTLAND 4, OREGON

July 18, 1956

Oregon State Highway Commission
Salem, Oregon

Attention: W. W. Stiffler

Re: LX 36240 - Fred H. Slate Co. Oreg. Ltd. &
E. C. Hall Company

Dear Mr. Stiffler:

In accordance with our conversation this morning, we have endorsed the above Comprehensive Multiple Liability insurance policy to cover as additional insureds the State of Oregon, State Highway Commission Et Al. Copy of the endorsement together with the Certificate of Insurance setting out the limits of liability under this policy are enclosed herewith. When we came to preparing these endorsements, we concluded that it would probably be agreeable to your Department to leave the limits of liability as they appear in the principal's policy, that is Bodily Injury limits of $200/500,000. and Property Damage limits of $100/500,000. This will eliminate the necessity of issuing special endorsement reducing the coverage for this particular job and I am sure that the State is agreeable to having the additional protection over the limits outlined in our conversation, particularly in view of the fact that the additional cost is probably not more than $5.00 or $10.00.

We are making a flat charge for the addition of the State's interest under this policy of $63.85. This is based on the assumption that there is probably a total of approximately $125,000. worth of work to perform under this agreement. If it varies up or down either way, the difference in cost would be so slight that we believe the difference would not warrant having the work audited at its termination.

We do not know the terms of payment between you and Slate-Hall, but would suggest that this additional premium of $63.85 which we must charge them would be a legitimate extra item for which they should be reimbursed.

Knowing that time is of the essence, we have prepared these various papers without the benefit of the agreement and based upon our phone conversation. Therefore, if for any reason the enclosures do not conform to your requirements, please do not hesitate to let us know and we will be happy to amend them accordingly. We trust, however, that they will be found in order and that the work can proceed promptly as planned.

RECEIVED
[illegible] 1956
OFFICE OF
STATE HIGHWAY ENGINEER

Very truly yours,

WELLS-REED INSURANCE

Fred C. Reed

Fred C. Reed

FCR/nc
Enclosures

# CERTIFICATE OF INSURANCE

This is to certify that the following described policies issued in the name of

FRED H. SLATE CO. OREG. LTD. AND E. C. HALL CO.
(Name of Assured)

7805 S. W. 40th Avenue, (Street and Number) Portland, (City or Town) Oregon. (State)

are in force and expire as indicated herein:

Policy No. LX 36240 Expiration Date January 11, 1957

| Coverages | Limits of Liability | |
|---|---|---|
| Bodily Injury Liability—Automobile | $ 200,000.00 | each person |
| | $ 500,000.00 | each accident |
| Bodily Injury Liability—Except Automobile | $ 200,000.00 | each person |
| | $ 500,000.00 | each accident |
| | $ Not Covered | aggregate products |
| Property Damage Liability—Automobile | $ 100,000.00 | each accident |
| Property Damage Liability—Except Automobile | $ 100,000.00 | each accident |
| | $ 500,000.00 | aggregate operations |
| | $ 500,000.00 | aggregate protective |
| | $ Not Covered | aggregate products |
| | $ 500,000.00 | aggregate contractual |

Employer's Liability: Each Person $ NOT COVERED ; Each Accident $
Policy No. Expiration Date

Workmen's Compensation: Policy No. NOT COVERED Expiration Date

and cover the following operations or work Flood repair work on a section of the Ochoco Highway U.S. #26 in the vicinity of Mitchell, Oregon, as per agreement of July 17, 1956

ADDITIONAL INSURED PER ENDORSEMENT ATTACHED

, as described in said policies.

In the event of cancellation, reduction in limits or change in coverage the Company agrees to mail 10 day written advance notice thereof to STATE OF OREGON, STATE HIGHWAY COMMISSION,
at Salem, Oregon.

Dated at Portland, Oregon this 18th day of July 1956

**Great American Indemnity Company**
HOME OFFICE, NEW YORK, N. Y.
WELLS-REED INSURANCE

Authorized Agent.

**ORIGINAL**

SF 4071 5M 1-56 LPC

GENERAL
14004 C

# ENDORSEMENT

## ADDITION OF AN INSURED

## OWNERS' PROTECTIVE LIABILITY

In consideration of an Additional Premium of $63.85, it is agreed that such insurance as is afforded by the policy for Bodily Injury Liability and under Coverage D for Property Damage Liability - other than Automobile applies subject to the following provisions:

1. The insurance applies to the individual, firm or corporation designated below as owner, as an Insured, but only with respect to operations performed for such owner by the Named Insured, and omissions or supervisory acts of the owner in connection with work performed for the owner by the Named Insured.

2. The policy does not apply, with respect to the owner, to the Products hazard as defined in policy.

DESIGNATION OF OWNER:

"The State of Oregon, State Highway Commission and members thereof, its officers, agents and employees."

DESCRIPTION OF OPERATIONS:

"Flood repair work on a section of the Ochoco Highway U.S. #26 in the vicinity of Mitchell, Oregon, as per agreement of July 17, 1956."

This policy is subject otherwise to all its terms.

Endorsement Effective from 17, 1956 Amending Policy No. LX 36240

Issued to FR[illegible] SLATE CO. OREG. LTD. AND E. C. HALL CO.

Countersigned by
WELLS-REED INSURANCE
Authorized Representative.

Signature. End. #8

**Great American Indemnity Company**

President.

FOR COMPANY USE ONLY

| | POLICY M | POLICY YR | POLICY TERM | LINE | PREM. (EXCL. P.D.-COLL.) | COMM RATE | PREM. P.D.-COLL. | COMM RATE | STATE | TERR | CLASS | EXPOSURE EXP | EXPOSURE A F E S | B G FORM<br>PG ZONE<br>MU COV | LTS. | BI PG TRANS<br>MASS | AGENCY CODE CEDED<br>MASS STAY PREM<br>TAX LOCATION<br>COUNTY TOWN |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| EFF. | | | | | | | | | | | | | | | | | |
| EXP. | | | | | | | | | | | | | | | | | |
| AGENCY CODE | | | | | | | | | | | | | | | | | |

Form 14004C-300M-7-52

P.L. 413

Fred H. Slate Co. Ore Ltd.
and C. C. Reid Co.,
1115 S.W. 10th Ave Portland 19

Bond 50% of Contract → in Amt $49000

— Pres. Club [illegible]

100,000 [illegible]

50,000 [illegible]

[illegible] Trucks
East American Co.

Effective July 17 — ~~100,000~~
125,000

[illegible] N° [illegible]

7-17-56

## MEMO On Mitchell Force Account Contract

Fred H. Slate and E. A. Hall, Company

| | | Rent - per hour |
|---|---|---|
| Equipment - | 2½ yd. shovel, fully operated | $24.05 |
| | D-8 Cat with dozer | 14.75 |
| | 2 trucks - 10 cu. yd. | 11.50 each |
| | 1 Pick-up truck; used by foreman | 1.50 |
| | 1 Compressor; without operator, 210 cu. ft. | 3.80 |
| | 2 Jack hammers | .65 |

Labor -

Foreman - Herman Nothiger
Pitman
2 - Jack-hammer men

Materials -

Powder
Fuse
Drill Steel and bits consumed

Moving -

Shovel from Madras
Other equipment from various points.

Contractors per cent -

5% on rental of equipment and materials
15% on labor including foreman
15% on Industrial Accident cost, Unemployment Compensation and Social Security.

Number of trucks and size of compressor subject to change.

E. A. Collier
Maintenance Engineer

EAC:lmr

MISC. CONTRACTS and
AGREEMENTS No. 1767

Column Poured 7/24 @
4:00 P.M. Open to Traffic
about July 30. This
will eliminate 2.0 Mile
detour.

# Mitchell Washouts

T

```
MCE  BND  128  7-17-56  930 AM

E A COLLIER      R U RECG     YES OK

AS PER NEW STRAIGHT LINE MAPS DEC 1955
BRIDGE MP 62.33  OK  15,000 CY TO GO IN APPROACH
BRIDGE MP 63.22  ONE COLUMN OUT SETTLED 4" ON WEST END 1000 CY TO GO IN
                 APPROACH
BRIDGE MP 65.03  OJK  8,000 CY IN APPROACH
BRIDGE MP 65.63  SEVERAL COLUMNS GONE   LONG AND CROSXXX LONGIJUDINAL AND
M                CROSS BEAMS CRACKED IN SEVERAL PLACES, DECK BADLY WARPED
                 1000 CY IN APPROACH
BRIDGE MP 65.85  ONE COLUMN OUT  1000 CY IN APPROACHES
BRIDGE   WEST APPROACH TO MITCHELL OK
BRIDGE EAST APPROACH 2 COLUMNS OUT 1000 CY IN APPROACH - City
BRIDGE 66.85      OUT - TIMBER
BRIDGE MP 67.16   OUT - TIMBER
BRIDGE MP 67.52   OUT - TIMBER
BRIDGE MP 68.15   OK
BRIDGE MP 68.43   OK
BRIDGE  MP 68.75  COMPLETELY FILLED WITH DEBRIS

DEAN SWIFT

END/ BRD
```

[illegible] MCE 82 7-17 901A

DEAN SWIFT
REMS ON MITCHELL WASHOUTS

1- SELECT BORROW SITES

2- SELECT RIP RAP SITES

3- SECURE RIGHT TO BORROW IF NOT ON R.O.W.

4- STAKE FILLS

5- MAKE RIP RAP 5 FOOT THICK HOROZONTAL

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E A COLLIER

END/DL

DID U RECG YES GA TNX

---

BND MCE 76 7-16 325P

DEAN SWIFT

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E A COLLIER

END/DL

BND MCE 82 7-17 901A

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TO START FROM MADRAS.

E A COLLIER

END/DL

Time: 8:00 PM

County: Wheeler

Place: Arlington, Ore.

July 16, 1956

Subject: Flood Disaster

Victim: Town of Mitchell, Ore. Population approx. 400. Located on Hy. US 26 and 48 Miles E. of Prineville, Ore.

Date: July 13, 1956 at approx. 4:40 PM.

W. C. WILLIAMS

On the above date, writer had patroled south from Arlington, arriving at a location 15 miles east of Mitchell, where Antone Road intersects Hy. 26, and began checking log trucks at 2:15 PM. The weather was hot, sun shining, with a few white thunder heads in the sky, slight west wind blowing. Writer continued checking trucks till about 3:20, when the sky suddenly became very dark and strong gusts of wind started blowing from the west. Writer could see that it was raining to the south west and at this time decided to move on down near Mitchell and continue the check there, as Mitchell is a great deal lower in elevation and is usually missed by rain. By this time it had commenced raining hard, nothing unusual, and continued to do so all the way to Mitchell. Writer arrived at Mitchell at 3:45 PM and contacted officer Neal Nelson, who had been down Bridge Creek. We checked a couple more log trucks just west of town and then decided to go back to town and make reservations at the motel, this was at about 4:00 PM and at this time a cloud burst type rain began, accompanied by violent winds and severe lightning. Visibility was limited to about 75 feet. While at the Sky Nook Motel, which is located on the north side of Bridge Creek and Hy. 26, and sets on the side of a mountain, we observed the highway to be completely blocked by rocks, and a torrent of water, just to the east of the motel. At this time we felt it would be a good idea to get off the mountain and took out equipment across Bridge Creek into the main portion of Mitchell, the cloud burst continued for approx. 20 minutes, and then slacked off to a very hard rain. Bridge Creek which runs between the highway and Mitchell at this point was beginning to rise very rapidly, there was no wall of water, but my merely glancing away and then back to the creek you could determine that the water was rising extremely fast. At this time officer Nelson and writer directed all traffic off the main street, sending them up to the school house parking area, also directing all persons to higher ground. At 4:40 PM the water reached a crest of approx. 25 to 30 feet of water, taking 3 or 4 houses from the east end of town, a couple of trailer houses and the rear end of the post office and liquor store and flooding 3 apartments below. On the west end a service station, garage and 3 or 4 more houses were washed down the creek. All power and telephone service was immediately destroyed. From the amount of bailed hay, cattle,

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Bridge Creek which runs between the highway and Mitchell at this point was beginning to rise very rapidly, there was no wall of water, but my merely glancing away and then back to the creek you could determine that the water was rising extremely fast. At this time officer Nelson and writer directed all traffic off the main street, sending them up to the school house parking area, also directing all persons to higher ground. At 4:40 PM the water reached a crest of approx. 25 to 30 feet of water, taking 3 or 4 houses from the east end of town, a couple of trailer houses and the rear end of the post office and liquor store and flooding 3 apartments below. On the west end a service station, garage and 3 or 4 more houses were washed down the creek. All power and telephone service was immediately destroyed. From the amount of bailed hay, cattle, chickens, etc. we surmised the flood had struck at least 4½ miles east also. At first there was a small amount of panic, caused mainly by those divided from there family, on the whole, the people reacted very well and evacuated in an orderly manner. Luckily, there were very few of the town people present, to the best of our knowledge there were about 30 odd people left homeless and perhaps a dozen caught in the town who were from out of town. As soon as the flood struck, writer and Officer Nelson tried unsuccessfully to establish radio contact with any outside station who could copy, but due to the severe electrical storm was unable to do so. At 6:35 PM however, a Forest Service truck, made contact with a look-out, who in turn notified Bend. Then at about 7:00 PM we contacted Officer Boyer by our own mobile unit and advised him of the situation. He was able to come within 5 miles of Mitchell, at a point where Bridge Creek is crossed for the last time, if travelling west. Later on radio contact was also made with Officer Minton, who had come over from John Day. As stated earlier, right at the beginning all people were ordered to higher ground, the only ones allowed in the down town area were responsible men of the town, these were few in number, as most of them had not returned from work. We managed to tow a number of cars to safety with a jeep, however, it is unknown exactly how many vehicles were lost. Mr. Messinger of the Highway Dept. did state that a scoop mobile and one truck were lost, belonging to the Highway Dept. What could be salvaged from the Post Office in the line of money orders and stamps were placed in the safe at Nortons Store. The liquor store was still fairly intact and was padlocked, so nothing had to be evacuated from it. Bridge Creek remained at crest for approx. 15 minutes, then dropped about 7 feet, remaining at this level till about 8:00 PM at which time it began dropping, as it had quite raining by then. By this time most of the homeless had been placed in other homes or put up in the hotel, also quite a number of the men had got into town by coming through back roads, also quite a number of truck drivers who had been caught east of town managed to walk in. A good many of these men were from Prineville and after a short stay decided to walk on out. All those who attempted this were advised by us to go in a group, this was complied with. By this time many of the people were hungry. Luckily the Little Pine Cafe used butane gas and none of the grocery stores had been effected. This being a country of outdoor people most had out door camp stoves, so no one went hungry. A good many water pipes were broken and water was somewhat of a worry, the reservoir was not damaged, and though the broken pipes kept the water low there was enough to get by. By this time most of the excitement had worn off and a good many of the men, some local but mostly out of town men stranded were living it up by having a few at the Pastime Clud, most of the people felt this was a poor time for such doings, consequently the mayor and city council decided to close the place. Officer Nelson and writer felt that a good deal of trouble could be avoided if there were no drunks to contend with and for successfully to establish radio contact with any outside station who could copy, but due to the severe electrical storm was unable to do so. At 6:35 PM however, a Forest Service truck, made contact with a look-out, who in turn notified Bend. Then at about 7:00 PM we contacted Officer Boyer by our own mobile unit and advised him of the situation. He was able to come within 5 miles of Mitchell, at a point where Bridge Creek is crossed for the last time, if travelling west. Later on radio contact was also made with Officer Milton, who had come over from John Day. As stated earlier, right at the beginning all people were ordered to higher ground, the only ones allowed in the down town area were responsible men of the town, these were few in number, as most of them had not returned from work. We managed to tow a number of cars to safety with a jeep, however, it is unknown exactly how many vehicles were lost. Mr. Messinger of the Highway Dept. did state that a scoop mobile and one truck were lost, belonging to the Higinway Dept. What could be salvaged from the Post Office in the line of money orders and stamps were placed in the safe at Nortons Store. The liquor store was still fairly intact and was padlocked, so nothing had to be evacuated from it. Bridge Creek remained at crest for approx. 15 minutes, then dropped about 7 feet, remaining at this level till about 8:00 PM at which time it began dropping, as it had quite raining by then. By this time most of the homeless had been placed in other homes or put up in the hotel, also quite a number of the men had got into town by coming through back roads, also quite a number of truck drivers who had been caught east of town managed to walk in. A good many of these men were from Prineville and after a short stay decided to walk on out. All those who attempted this were advised by us to go in a group, this was complied with. By this time many of the people were hungry. Luckily the Little Pine Cafe used butane gas and none of the grocery stores had been effected. This being a country of outdoor people most had out door camp stoves, so no one went hungry. A good many water pipes were broken and water was somewhat of a worry, the reservoir was not damaged, and though the broken pipes kept the water low there was enough to get by. By this time most of the excitement had worn off and a good many of the men, some local but mostly out of town men stranded were living it up by having a few at the Pastime Clud, most of the people felt this was a poor time for such doings, consequently the mayor and city council decided to close the place. Officer Nelson and writer felt that a good deal of trouble could be avoided if there were no drunks to contend with and for this reason agreed to back the idea when asked for help, in fact it was suggested that the sale of all alcoholic beverages be discontinued. This was complied with till approx 6:30 PM, July 14 at which time things were well under control. The writer and Officer

Nelson remained on duty through-out the night of the 13th and morning of the 14th, keeping all people off the street, unless they had a good reason for being there. By 4:00 AM the 14th it was daylight, and we started a survey of the damage, to the west of town there were 6 bridges either washed out or damaged extensively, to the east about 6 more bridges out and large portions of the highway completely gone. It was estimated that 20 buildings were gone and many more damaged, an unknown number of vehicles lost. Ranches suffered both above Mitchell and on down the Creek as far as the John Day River. As far as we could determine no loss of human life and only one person injured. A 15 year old boy, Brent [illegible]. Berg of Beaverton suffered many bruises and perhaps a fractured ankle. Early the moening of the 14th nearby ranchers and some of Hudspeths men brought bulldozers in and started clearing the area and by late afternoon emergency traffic was able to leave and enter town and by 8:30 PM power was restored. Only highway engineers and the people effected can give a fair estimate of the damage, which will be undoubtedly no small amount. The only thing to be grateful for regarding the flood is that it didnt hit during darkness, if it had undoubtedly there would have been some loss of human life.

/s/ Paul E. McAllister

Neal C. Nelson and Paul E. McAllister, Pvt.

MISC. CONTRACTS and AGREEMENTS No. 1767

Emergency

# PROCLAMATION

By the Governor

Executive Department
State of____________________

GREETINGS:

On Friday, July 13, 1956, a cloudburst, resulting in a devastating flood, struck in Wheeler County, in the general vicinity of Mitchell, Oregon, in the central portion of the State of Oregon, which flood produced serious damage to both private and public property as a consequence of which the County, the City, and the State have sustained serious damage to their road systems and have sustained loss of drainage structures, roadbeds, and road surfaces on the secondary federal-aid road systems, and, in addition thereto the state highway system has sustained serious damage, all of which constitutes an emergency existing in Wheeler County.

Damage within the above county has been disastrous to the public highways of Oregon, resulting in the necessity for immediate repair or reconstruction of highways and bridges on the primary and secondary federal-aid highway systems, and such conditions constitute an emergency as contemplated by the terms of Section 9 of the Federal-aid Highway Act of 1950 (64 Stat. 785), and Section 7 of the Federal-aid Highway Act of 1952 (66 Stat. 158), and Section 118 of the Federal-aid Highway Act of 1956.

NOW, THEREFORE, I, Elmo Smith, Governor of the State of Oregon, do hereby et cetera

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NOW, THEREFORE, I, Elmo Smith, Governor of the State of Oregon, do hereby et cetera

## Emergency

# PROCLAMATION

## By the Governor

Executive Department
State of ________________

GREETINGS:

For the past several days devastating floods throughout the eastern and northeastern parts of the State of ________________ have produced serious damage both to private and public property, as a consequence of which several [illegible] counties, to wit: ________________, ________________, and ________________, have sustained serious damage to their road systems and have sustained loss of drainage structures, roadbeds, and road surfaces on the secondary road system, and, in addition thereto, the state highway system has sustained serious damage, all of which constitutes an emergency existing in the eastern and northeastern portions of the State of ________________.

Damage within these areas has been disastrous to the public highways of ________________, resulting in the necessity for immediate repair or reconstruction of highways and bridges on the primary and secondary Federal-aid highway systems, and such conditions constitute an emergency as contemplated by the terms of Section 9 of the Federal-Aid Highway Act of 1950 (64 Stat. 785), and Section 7 of the Federal-Aid Highway Act of 1952 (66 Stat. 158). and Sec. 11 of the Fed. Aid Hwy Act of 1956

NOW, THEREFORE, I, ________________, Governor of the State of ________________, do hereby proclaim an emergency to exist within the eastern and northeastern portions of the State of ________________ and in said Counties of ________________, ________________, and ________________, as a result of flood conditions and consequent damage to and loss of bridges and highways both on the primary and secondary highway systems; that the immediate repair and reconstruction of such damaged and destroyed highways and bridges is vital to the security, well-being and health of the citizens of the State of ________________; and that the Secretary of Commerce of the United States is hereby requested to concur in the declaration of this emergency.

DONE at the Capitol in ________________
under the Great Seal of the State
this ____ day of ________________, 1952

BY THE GOVERNOR ________________

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
Washington 25, D. C.

General Administrative Memorandum No. 335, Supplement 1

Date: October 6, 1952

Subject: Declaration of Emergency Relative to Emergency Relief Funds

Section 7 of the Federal-Aid Highway Act of 1952 authorizes the establishment of an emergency fund of $10,000,000 and its replenishment on an annual basis for the repair or reconstruction of highways and bridges on the Federal-aid highway systems which have been damaged as a result of disaster over a wide area, such as by floods, hurricanes, tidal waves, earthquakes, severe storms, landslides, or other catastrophes in any part of the United States. This section further provides that no expenditure thereunder can be made unless an emergency has been declared by the Governor of the State involved and concurred in by the Secretary of Commerce. An identical provision was contained in Section 9 of the 1950 Act.

Operating procedures under Section 7 of the 1952 Act will be the same as those prescribed in GAM Number 335 dated January 10, 1951, with respect to Section 9 of the 1950 Act. While the law does not specify the form the declaration of an emergency by the Governor of a State shall take, it is the obvious intent that it shall be in clear and unmistakable terms constituting an official proclamation recognizing the gravity of the situation and that such serious damage has resulted or is being caused to highways and bridges on the Federal-aid systems as to create an emergency. Such proclamation should be issued with reasonable promptness following the occurrence of the disaster and specify the areas affected thereby in order to establish that the damage or threat of damage is over a wide area within the meaning of the legislation and not confined to a purely local situation. An authentic copy of the proclamation should accompany the field report to the Washington office, unless previously submitted, for consideration as to concurrence therein. For informational purposes, there is attached a copy of a proclamation (names omitted) issued by the Governor of one of the States in declaring such an emergency which was accepted as satisfactory.

The attention of the respective State highway departments is called to this matter since it largely will be their responsibility to see that the Governor takes the necessary action to comply with the law if Federal emergency funds are to be requested to assist in repairing such damage to highways or bridges on the Federal-aid systems.

Thos H. MacDonald
Commissioner of Public Roads

MISC. CONTRACTS and
AGREEMENTS No. 12-7

FORM 8-80 25M 8-51 55015

# OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
July 1st, 1955

SUBJECT: Rental Rates for Equipment
Used on Force Account Work
Effective July 1st, 1955 to
December 31st, 1956

To: DEPARTMENT HEADS
DIVISION ENGINEERS
RESIDENT ENGINEERS

Attached hereto is a new schedule of "Maximum Hourly Rental Rates for Force Account Work".

This schedule is to be used in arriving at rental rates to be paid contractors for equipment used on force account extra work performed on contract projects. The rates listed are maximums for good equipment, in good condition and operated by skilled operators. If these conditions are not met, lower rates are to be negotiated accordingly.

Understandings should be had with the contractor as to the kinds, makes and sizes of equipment to be used and as to rates to be paid. This information is to be shown in the extra work order and must appear in the contractor's invoice. Rental rates should show whether fully-operated or without operator, as listed on the following pages. This information should be on the order so as to eliminate any misunderstanding. Careful check is to be made of the hours the equipment is in use.

## GENERAL PROVISIONS AND CONDITIONS

The rental rates listed in the following schedule are the maximum rental rates applicable to equipment used by contractors in the performance of extra work (force account basis) under contracts with the Oregon State Highway Commission. The schedule is issued after conference with representatives of the Portland Chapter of the Associated General Contractors of America and has the approval thereof, effective July 1st, 1955.

The rates are maximums for equipment of modern design and in good working condition, operated by skilled operators. Equipment not meeting these requirements may be used only with the approval of the engineer and when furnished at appropriately reduced rates.

Rates on all kinds of equipment listed include the following items and services without additional compensation: fuel, oil, lubrication, repairs, maintenance, insurance and incidental expenses. Rates on fully-operated equipment include the furnishing of operator. Rates for shovels, backhoes and draglines do not include the furnishing of oilers.

The rates contemplate that the contractor will have the equipment available on the project. In the event the equipment is not on the project and it is necessary to move equipment in exclusively for force account work, the standard rate for transporting equipment in and out will be allowed as an additional item of expense.

## MAXIMUM HOURLY RENTAL RATES FOR FORCE ACCOUNT WORK
Effective July 1st, 1955
to December 31st, 1956

Air Compressors, Portable (Without Operator):

Includes pipe, hose and fittings.

| From But Not Including (Cubic Feet) | To and Including (Cubic Feet) | Hourly Rates |
|---|---|---|
| 0 | 105 | $ 2.30 |
| 105 | 160 | 2.60 |
| 160 | 210 | 3.80 |
| 210 | 315 | 4.75 |
| 315 | 365 | 5.50 |
| 365 | 420 | 5.80 |
| 420 | 500 | 6.70 |
| 500 | 650 | 7.15 |

(Drill steel and bits consumed to be paid for in addition to rental).

Air Tools (Without Operator):

Jackhammers:

| From But Not Including (Pounds) | To and Including (Pounds) | Hourly Rates |
|---|---|---|
| 0 | 50 | $ 0.40 |
| 50 | 68 | 0.55 |
| 68 | 90 | 0.65 |

Use same rates for air-activitated tamper or pavement breaker.

Wagon Drills:

| | Hourly Rates |
|---|---|
| Standard Bit | $ 2.05 |
| 4½-Inch, Rubber-tired | 5.90 |
| 4½-Inch, Track-mounted | 7.70 |
| 5-Inch and Over, Includes Mounting | 10.00 |

If wagon drills are mounted on tractor the rental rate will be a combination of the rental rates for bare tractor, wagon drill and one-half the rental rate for compressor.

Asphalt Paving Plants, Complete With Storage Tanks, Power and Tunnel:

Continuous Mix, Fully-operated:

| | Hourly Rates |
|---|---|
| 10 To and Including 25 Tons per Hour | $19.85 |
| 26 " " " 80 " " " | 38.10 |
| 80 " " " 120 " " " | 44.10 |
| 120 " " " 150 " " " | 62.70 |

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# REPORT ON FLOOD AT MITCHELL, OREGON

July 13, 1956

by

E

R. E. Hickson

-ofy

August 15, 1956

Oregon State Highway Commission
Salem, Oregon

Attention: Mr. Glenn Paxson
Asst. State Highway Engineer

Dear Mr. Paxson:

In our conference of July 27 concerning the recent flood at Mitchell, Oregon, you asked that a report and recommendations be made covering three general questions:

1. Whether advisable to reconstruct the highway on the same lines in the vicinity of Stations 735 to 738℄? Or whether minor revisions might be made.

2. Effect of construction of the highway on north side of the creek opposite the town.

3. Effect of the lower crossing on flooding and whether raising the old street grade would adversely affect conditions.

The accompanying report covers these three questions, and includes also other general observations. It is hoped this report will be of value to you, and I will be glad to discuss the matter further should you so desire.

Yours very truly,

REH

R. E. Hickson
Consulting Engineer

Enclosure:

Report on Flood at
Mitchell, July 13, 1956
with accompanying drawing
and cross sections.
- Not in this copy.

NOTED
G. S. PAXSON

# REPORT ON MITCHELL FLOOD
# of July 13, 1956

Prepared at Request of State Highway Engineer
by R. E. Hickson

This report has to do primarily with highway location and construction in the vicinity of Mitchell, and its relation to damages to the town caused by the flood of July 13, 1956.

Mitchell, Oregon, a town of about 420 population, is located on the south bank of Bridge Creek in Wheeler County, Oregon. The business section parallels the creek bed and extends along the old highway (the main street) for a distance of about 1,000 feet. Some of the buildings extend into the old natural flood-way for heavy run-off. The residence section is on a bench to the south well above any possible flood level.

Visits to Mitchell were made on July 20 and July 28, 1956 to gather basic engineering data and study the situation in general. Maps, photographs, cross-sections and levels of high water marks have been furnished by the State Highway Engineers and legal staff. I have also secured reports of the State traffic officers who were present during the flood; reports of field engineers from the Portland and Walla Walla offices of the Corps of Engineers, and July Summary Report of the U. S. Geological Survey.

All these reports and my field examinations show that flood waters entered Bridge Creek and Keyes creek in the vicinity of Mitchell, from the northerly side. This inflow came off the steep hill slopes extending along the creeks for a distance of about nine miles. The storm center appears to have been in the vicinity of Marshall Butte (4,526' elevation). Very little water entered from the south side or from the headwater area of Bridge Creek.

Heavy damage resulted to all highway bridges, culverts and roadway for a distance of nine miles, extending both above and below Mitchell. Heavy erosion and damage was also done on Meyers creek (over the ridge to the north). At the mouth of this creek (1½ miles below West Branch creek) Meyers creek rose about 33 feet and on Bridge creek in this vicinity high water marks show a rise of about 23 feet. Part of this was due to heavy runoff from Meyers Creek.

This report, however, has to do only with Bridge Creek through and in the immediate vicinity of Mitchell.

Since flood waters entered all along the north side of the creek, there was no so-called "wall of water" advancing down the creek. The rise was very rapid and the water soon attained high velocities on the

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Since flood waters entered all along the north side of the creek, there was no so-called "wall of water" advancing down the creek. The rise was very rapid and the water soon attained high velocities on the steep gradient through the town. According to the traffic officers present, a heavy downpour started at 4:00 p.m. and continued for 20 minutes, with crest of flow reached at about 4:40 p.m. The crest stage is reported to have lasted 15 minutes and then the water level dropped rapidly. The extent and evaluation of damages suffered are probably being handled by others and will not be covered in this report.

The elevations of a number of high water marks at various places through the town have been obtained by your engineers. From these marks and elevations of the creek bed prior to the flood it is estimated that the water raised through the town a maximum of about ten feet above low creek bed level. The general gradient of the flood water surface between Stations 725+50 and 735+00 was .0233 or 2-1/3%.

From cross sections of the floodway and the gradient, estimates of the velocity and peak volume of flow have been made. The U. S. Geological Survey made such estimates at a section about 1.2 miles downstream and in its "Pacific Northwest Water Resources Summary" for July 1956, reports the flow during this flood on Bridge Creek near Mitchell as 14,400 cfs at a mean velocity of 14 to 15 feet. The U.S.G.S. also states in this summary that "the most severe storm centered to the north of Mitchell and the greatest runoff came down Meyers canyon about 5 miles downstream from Mitchell," stating further that "Peak flow from Meyers Canyon near Mitchell has been provisionally computed at 64,000 cfs from the 12.7 square miles of drainage area or 5,030 cfs per square mile." (This seems phenomenal.)

Meyers Canyon is just over the ridge to the north of Mitchell, so it will readily be seen that had the storm center been about three to five miles to the southeast, the peak flow in Bridge Creek might easily have been two or possibly three times as great as it was.

The area actually contributing to the flow at Mitchell on July 13 was only about 12 square miles, while it might have been about 36 square miles, which at the same rate per square mile might have produced a peak flow of over 40,000 cfs. This should be considered as a possibility.

My estimates from an area-slope determination indicate a peak flow of 14,250 cfs at Mitchell with a mean velocity of 18.9 feet per second. Maximum velocity in the section would be greatly in excess of this figure.

## DISCUSSION COVERING YOUR THREE BASIC QUESTIONS:

1. The natural alignment of Bridge Creek at the upper end of Mitchell is very bad, and from an hydraulic standpoint constitutes a serious threat, not only to buildings constructed on the left bank near the post office and upstream, but also to the highway embankment itself.

At the abrupt turn (Stations 735 to 38) the full force of the floodwaters moving at high velocity impinges against the right bank whether it be a highway fill or natural ground, building up a head and turning the flow rapidly over to the opposite (left) bank. This would have happened to practically the same extent, in my opinion, whether the highway fill had been constructed or not. A rapid swing to the opposite bank below a sharp turn is a natural hydraulic phenomenon. Old photographs show a high cut bank and a sharp turn at this point and future floods will tend to increase the abruptness of this turn if left alone, and would thus aggravate the situation downstream.

Under the existing creek alignment upstream from this point the highway fill will be difficult to protect and maintain. It is doubtful that swinging the highway into the hill would help materially as the creek would still tend to bore in, thus increasing the angle of deflection; further threatening structures downstream and constantly attacking the toe of the highway embankment.

To relieve the situation both for the highway and the town, a better solution might be to excavate a cutoff channel between stations 738 and 743± parallel with and adjacent to the new highway, thus avoiding the reverse turn through the old highway bridge, and the sharp bend causing the trouble below. (See red line on map.)

Total excavation for a channel 40 feet wide on the bottom, with 1½ to 1 slopes, would apparently be about 22,000 cubic yards. Material could be disposed of in the old creek bed. If the old bed were not filled to full height of banks, it could be used as a relief channel for excess flow from larger floods. A further hydraulic analysis should be made considering magnitude and probable flood frequency. A new single span bridge across this channel would be needed to provide access to the town from the east.

If the cut-off channel is not excavated to straighten out the flow, then the revetment in this creek turn (Sta. 735-38) should be extended upstream on a curve along the old bank, up to the old highway bridge, and be well bedded at the toe, as it appears likely that in the recent flood the revetment was either undermined or attacked and ravelled rapidly from the upper end, possibly both. It is doubted that steepening the slope of the revetment as has been mentioned would be of material benefit. A detailed study should be made for a satisfactory design for this revetment, based on stream bed (foundation) conditions, composition of the highway embankment, etc., not presently available.

A model study of the creek between Station 730 and 741 would show the effects of the suggested cutoff and changes of revetment slope in the interest of highway maintenance, and relief of flood "pressure" on the town. Such a study is recommended if major changes are contemplated in this vicinity.

2. Construction of the highway along the north bank downstream from the bend to about Station 727 in my opinion had no appreciable adverse effect on the town so far as flood damages are concerned. The encroachment

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on the flood-way by the highway embankment according to sections at Stations about 728 to 733 amounted to only 14 to 20 feet in general at an elevation eight feet above stream bed. At one point, however, (Station 729+36) there is an exposed rock point at which there was no encroachment whatever. This is nearly opposite the Texaco filling station, at which point encroachment from the town side at the same elevation is about 18 to 20 feet.

The banks at 729+36 and Texaco station form a control section for flow and this was not changed by the new highway work. Considering the creek alignment upstream and the control section, it may accordingly be said that new work along the highway opposite the central part of town had no appreciable effect on flood conditions.

3. Conditions at the lower bridge and approach street have never been good. The new access bridge was constructed in lieu of an old wooden bridge which was at a much lower elevation, and somewhat downstream. A new channel was excavated for the creek at the new bridge site, filling was done on the right bank, and the old bridge site was filled.

The flood-way under the new bridge was greater than under the old wooden bridge, and it was constructed at a much higher elevation. In these respects it is better than the old one. However, during the recent flood, which carried a heavy charge of drift and debris, the new bridge flood-way was largely blocked. Flood waters then rose rapidly and passed over the bridge rail and the sag in the street about 100 feet upstream. There was some backing up effect in the stream and this tended to increase the velocity of the water passing over the street into the lower stream bed downstream. The old highway (street) at this point was only five or six feet above the stream bed (before it was aggraded) so that the flood waters passed over to a depth of several feet and at high velocity. Several buildings on both sides of the street in this vicinity were destroyed. (Complete information as to all these buildings is not available.)

If conditions had not been changed from those obtaining before 1953, the flood would have passed over the old bridge and the adjacent street but the width available for flow would have been greater; the water would not have risen to the same extent; and the "strength of flow" would have been centered farther to the north. (See chart.)

There would probably still have been considerable damage to buildings on both sides of the street in this vicinity. To what extent damages were increased as a result of the bridge and highway construction at this point is problematical.

In answer to your query as to whether raising the old street grade, at this point, would adversely affect flood conditions, it is my opinion that it would, if the bridge were to remain as presently constructed or even raised to a near level grade. The skew bridge with short spans would in all probability be choked again with drift and the raised street (highway) would act as a dam until overtopped. Once this happened, which would be within a very short time, the destruction at this point and downstream would be violent.

If the street were raised above flood level the bridge clearances should be made adequate to pass any probable flood, using a clear span without any piers in the floodway.

A chart submitted herewith shows in red, general suggested alignment changes for the channel rectification at the upper end, and if the street were raised at the lower crossing the alignment might be changed as indicated so as to use a shorter clear span more normal to the line of flow.

For the lower crossing consideration might be given to depressing the street to say four or five feet above the low stage creek bed and pass the creek through relatively small covered box culverts, allowing flood flows to pass over. Such floods are of relatively short duration and access could be had temporarily from the east end of town, in any event. Depressed roadways, as you know, are not uncommon in the Southwest in areas subject to flash floods.

Old pictures of 1903 and 1904 show only a small foot bridge (1903) at this crossing. Wagon traffic forded the small creek, which was usual in those days. The 1904 picture indicates that flood was higher than that of 1956 as buildings are piled in the street well up toward the turn, and most of those downstream across the creek were washed away.

## GENERAL OBSERVATIONS

Bridge Creek Canyon is a "nasty" place in which to have to build and maintain a modern highway. It is under constant threat of cloudburst floods which may under certain circumstances far exceed in height, volume and destructiveness any known in our times.

To build at higher levels to avoid flood damage or reroute the highway may not be economically feasible. These of course are problems far beyond the scope of this brief report.

Yours very truly,

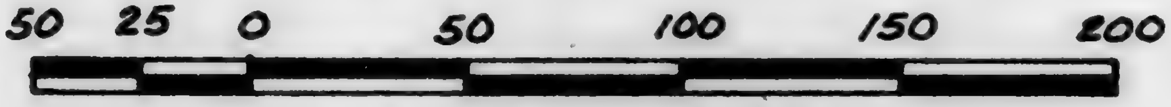
R E Hickson
R. E. Hickson
Consulting Engineer

Enclosures:

Map
Cross sections

APPROXIMATE WATER LINE 1956 FLOOD

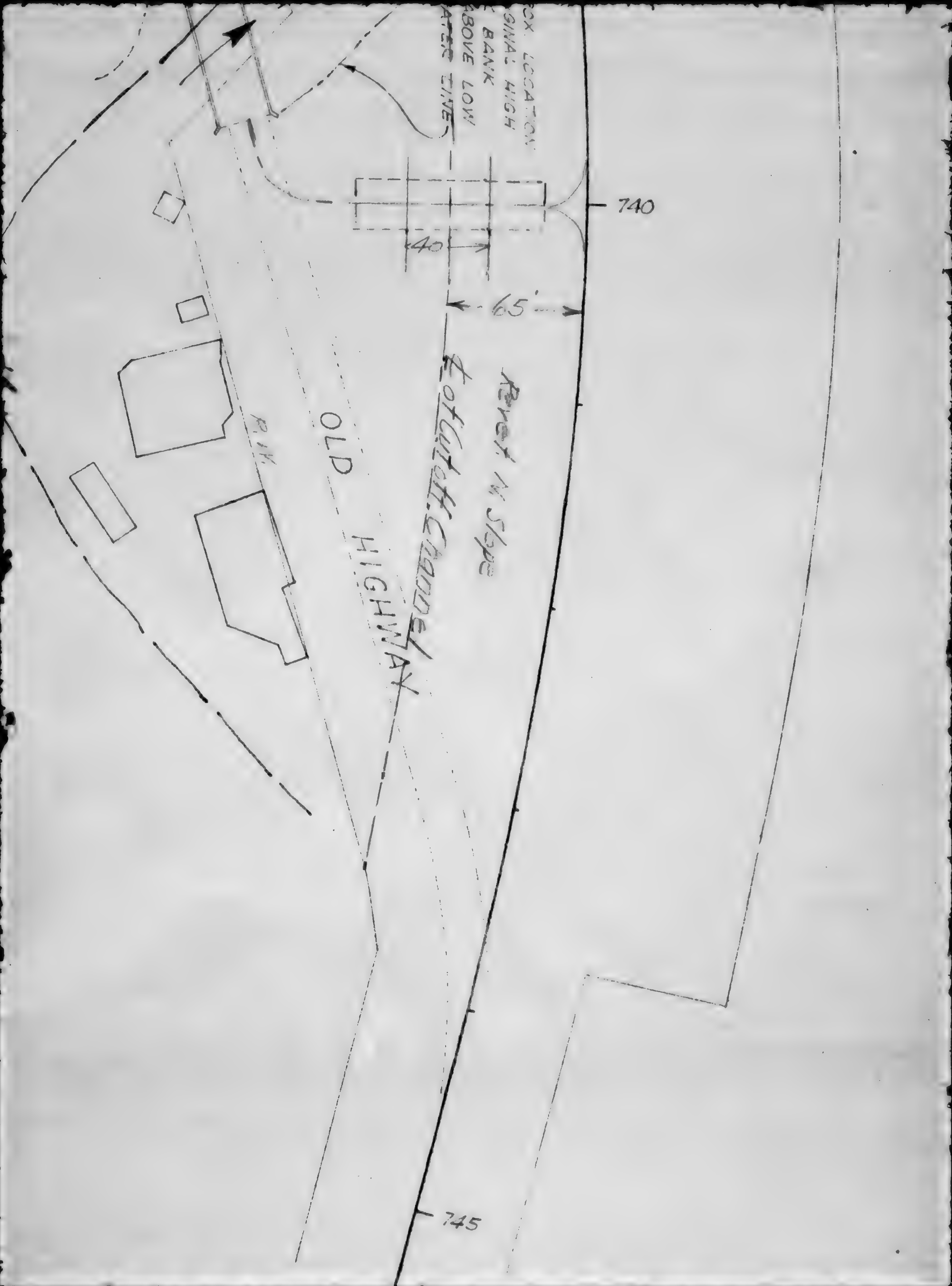
# MITCHELL OREGON
## ANALYSIS OF
## FLOOD OF JULY 13 1956



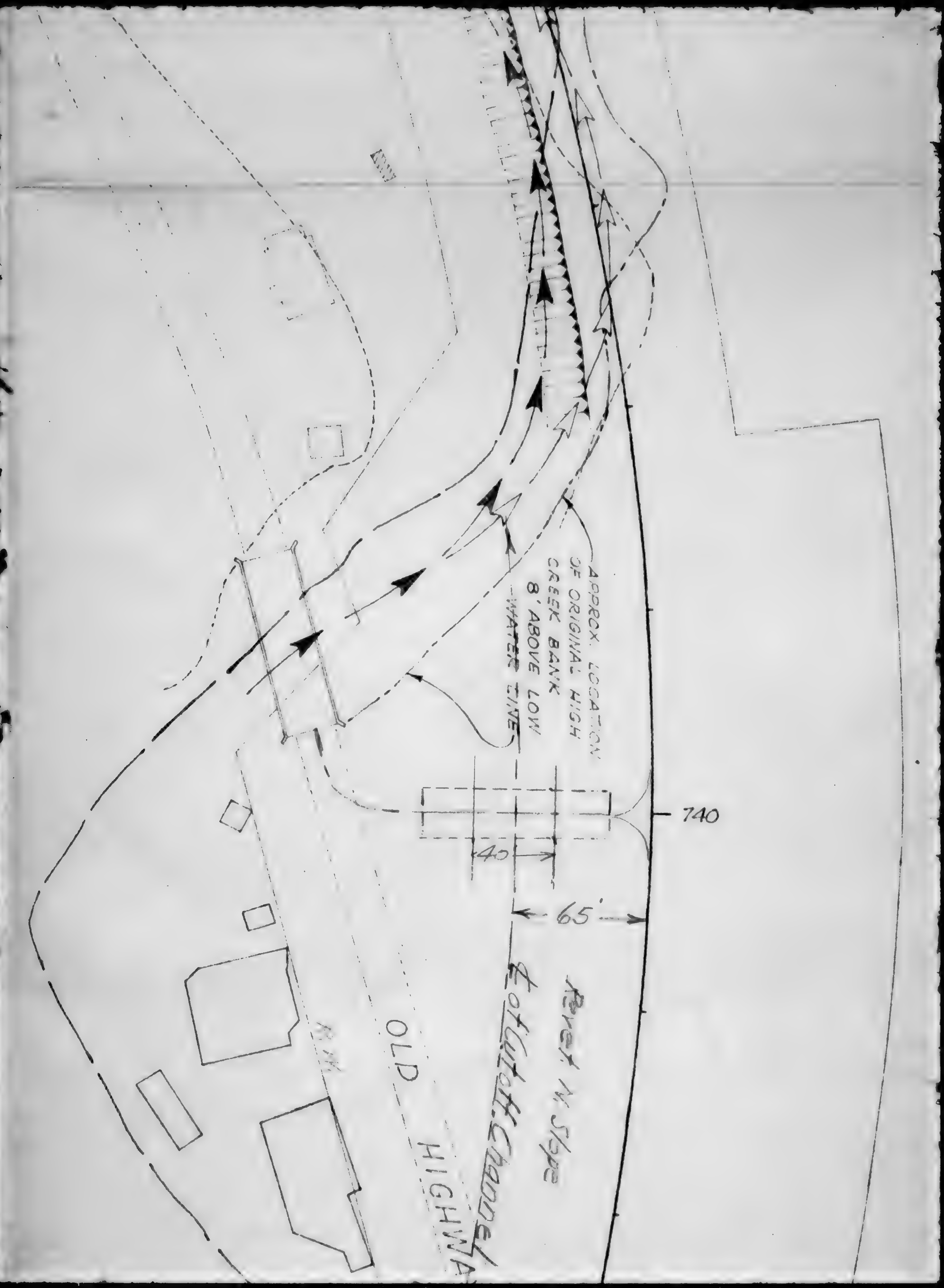
SCALE IN FEET

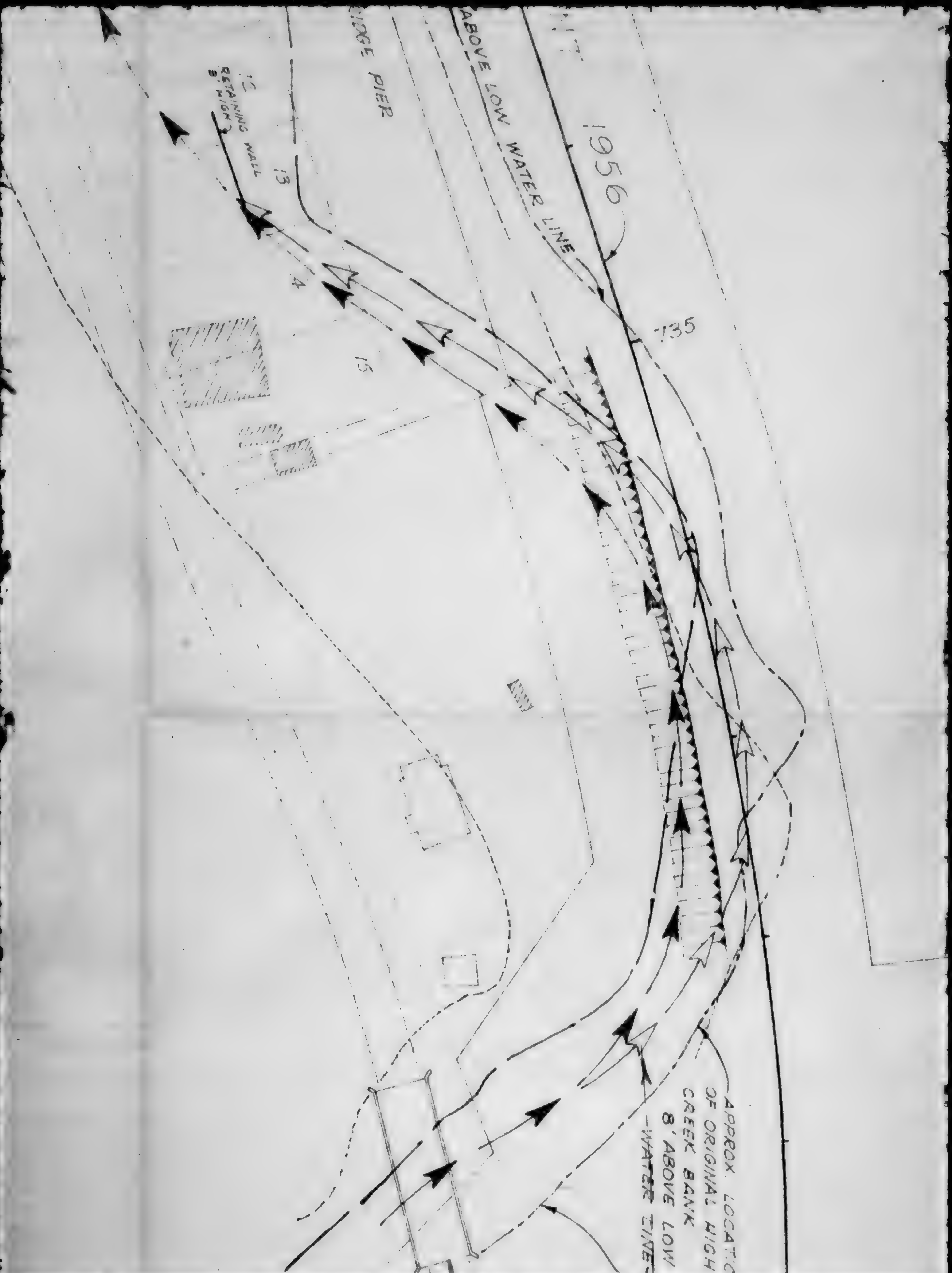
REGISTERED PROFESSIONAL ENGINEER
108
R.E. Hickson
OREGON
NOV. 8, 1919
R.E. HICKSON

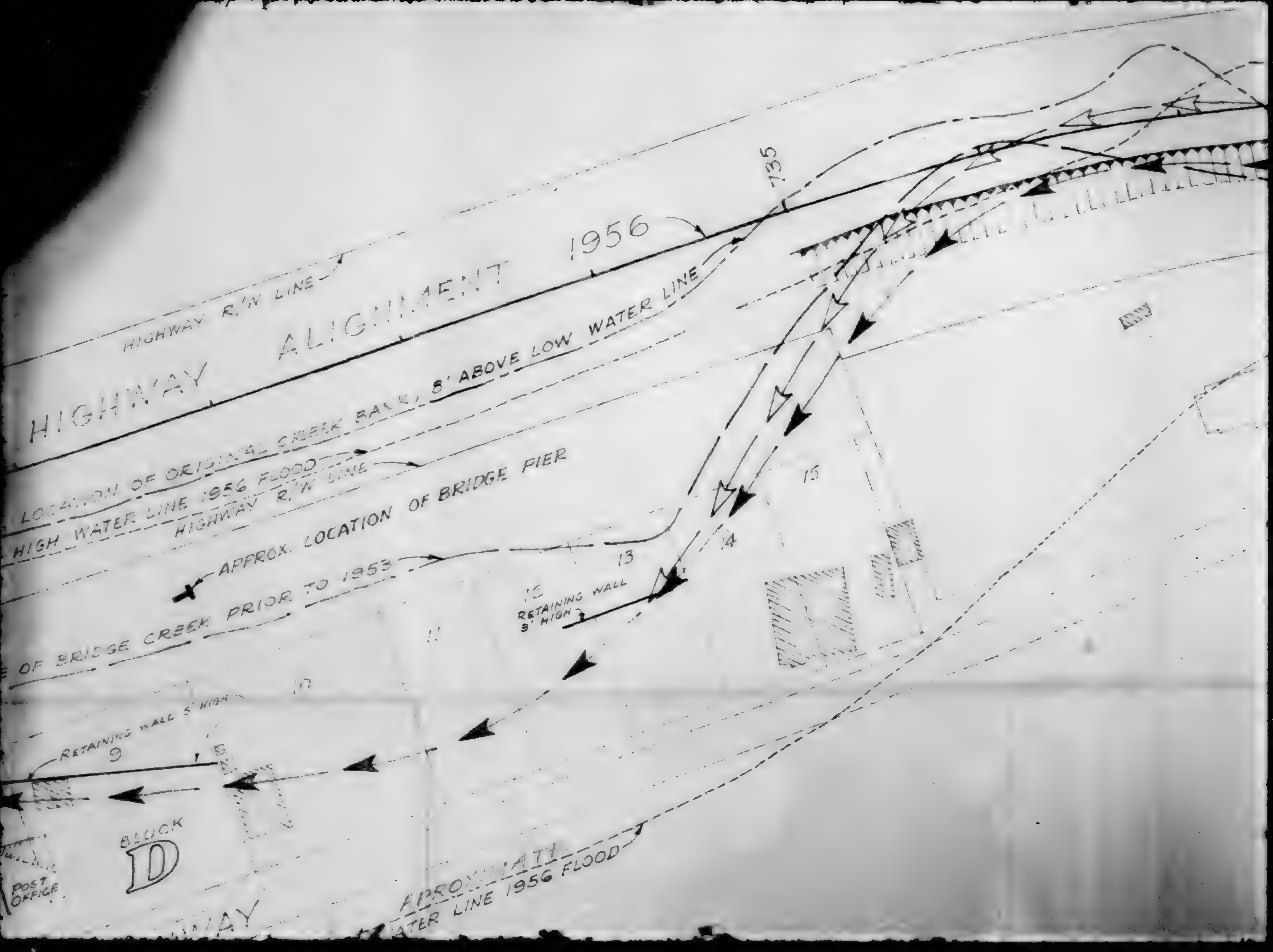
R. E. HICKSON

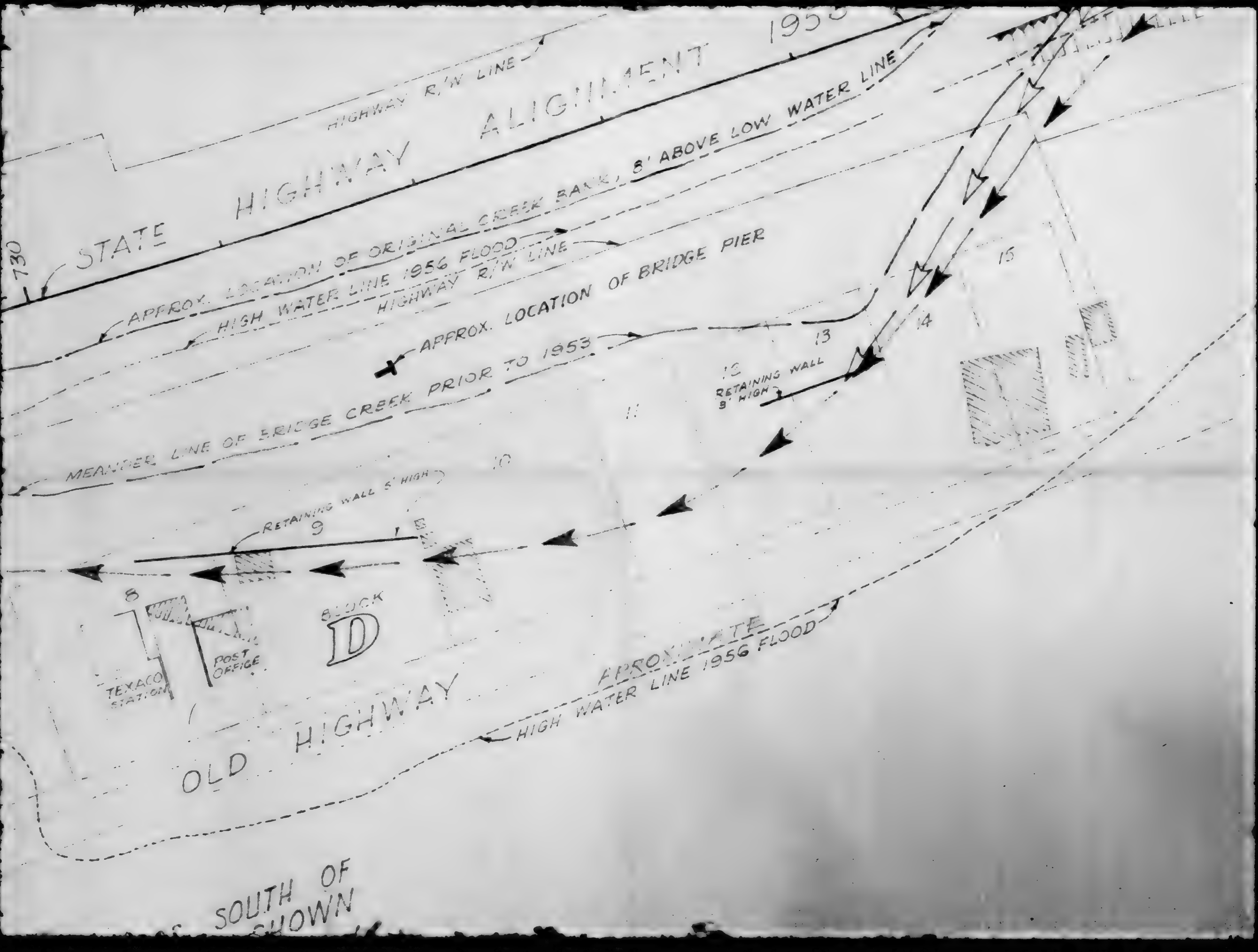


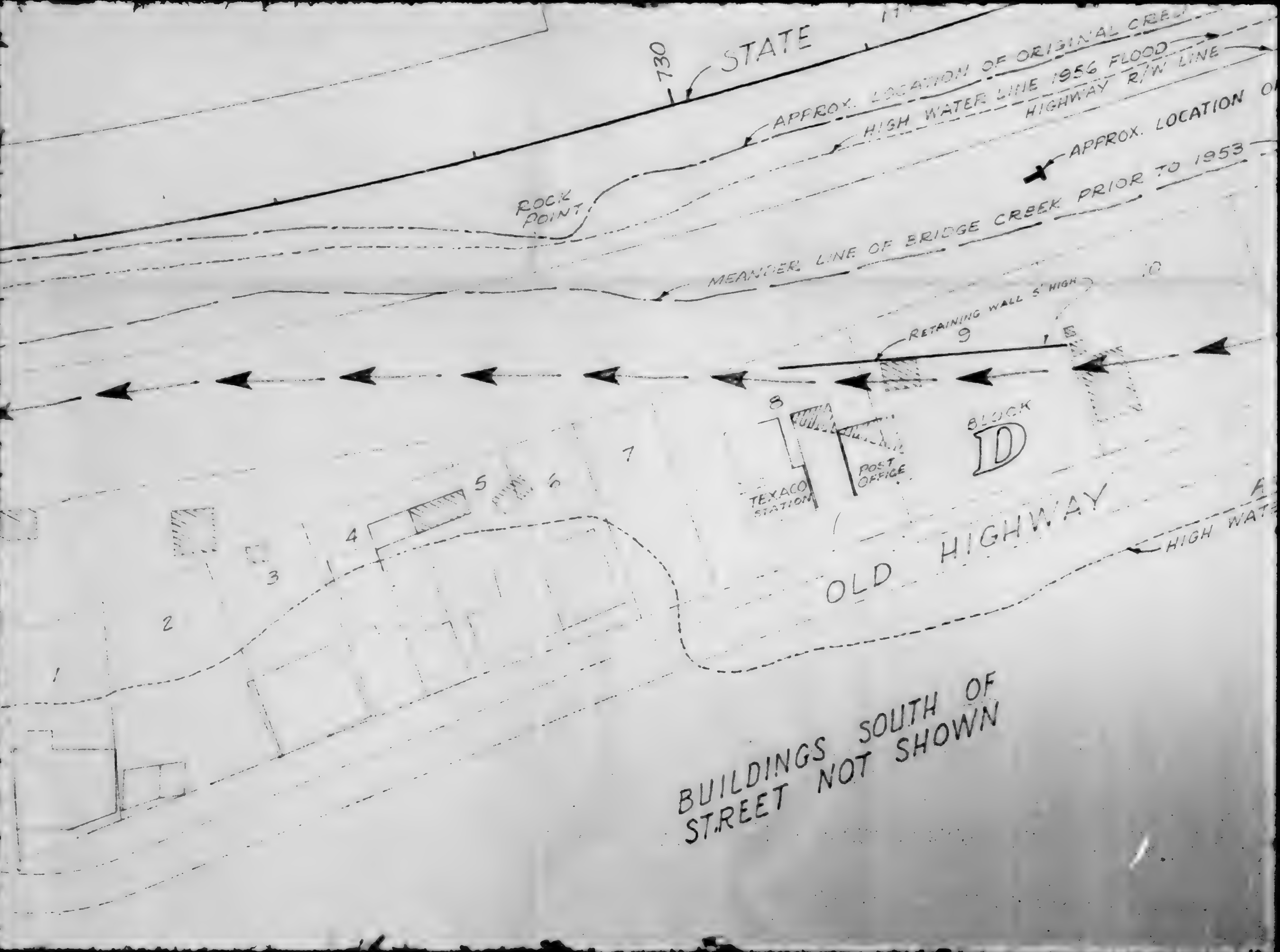
OX. LOCATION
GINAL HIGH
BANK
ABOVE LOW
ATER LINE
740
40
65'
Revet w Slope
℄ of Cutoff Channel
R.R.
OLD HIGHWAY
745

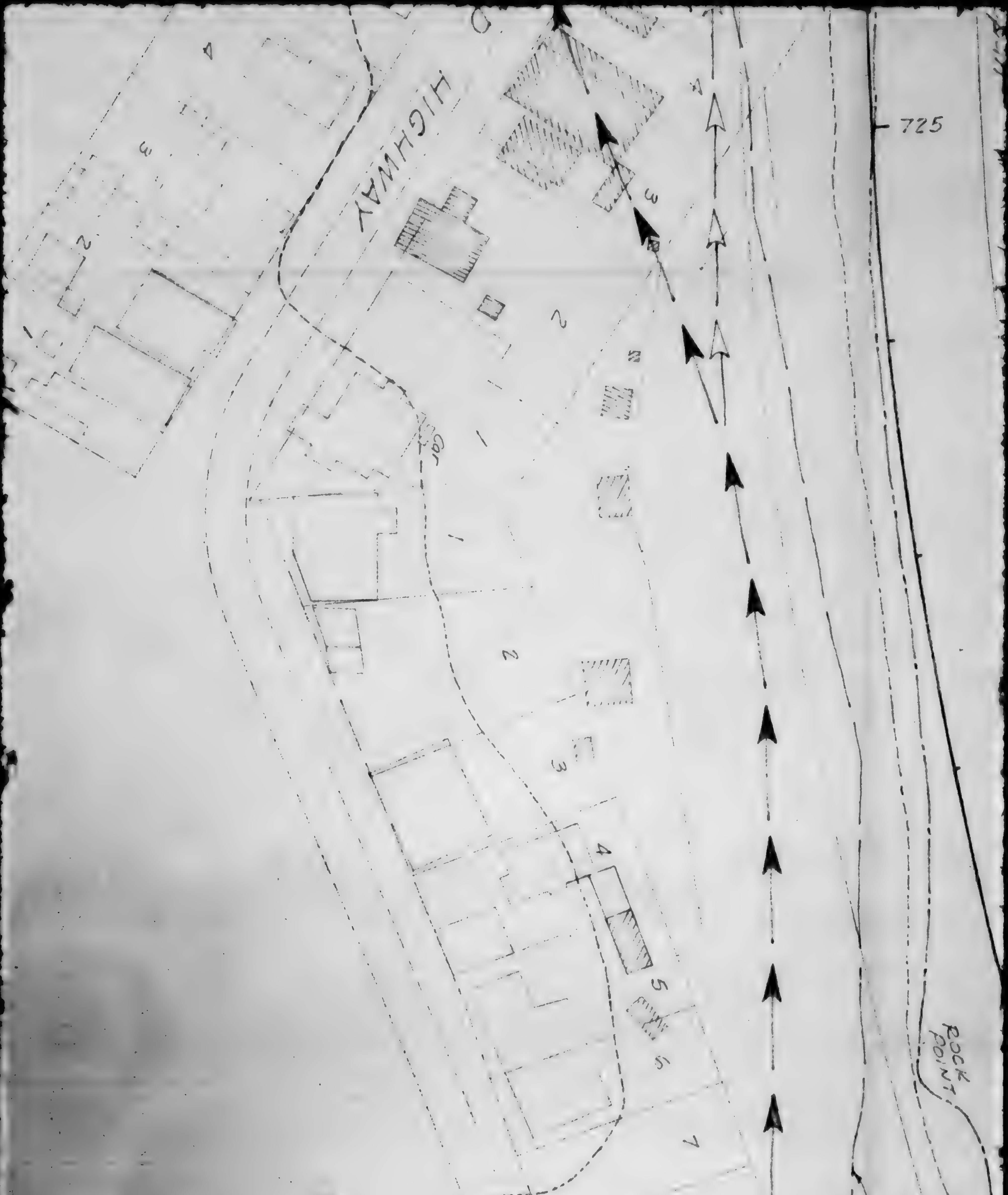

APPROX. LOCATION OF ORIGINAL HIGH CREEK BANK 8' ABOVE LOW WATER LINE
740
40
65'
Revet in Slope
℄ of Cutoff Channel
R.R.
OLD HIGHWA

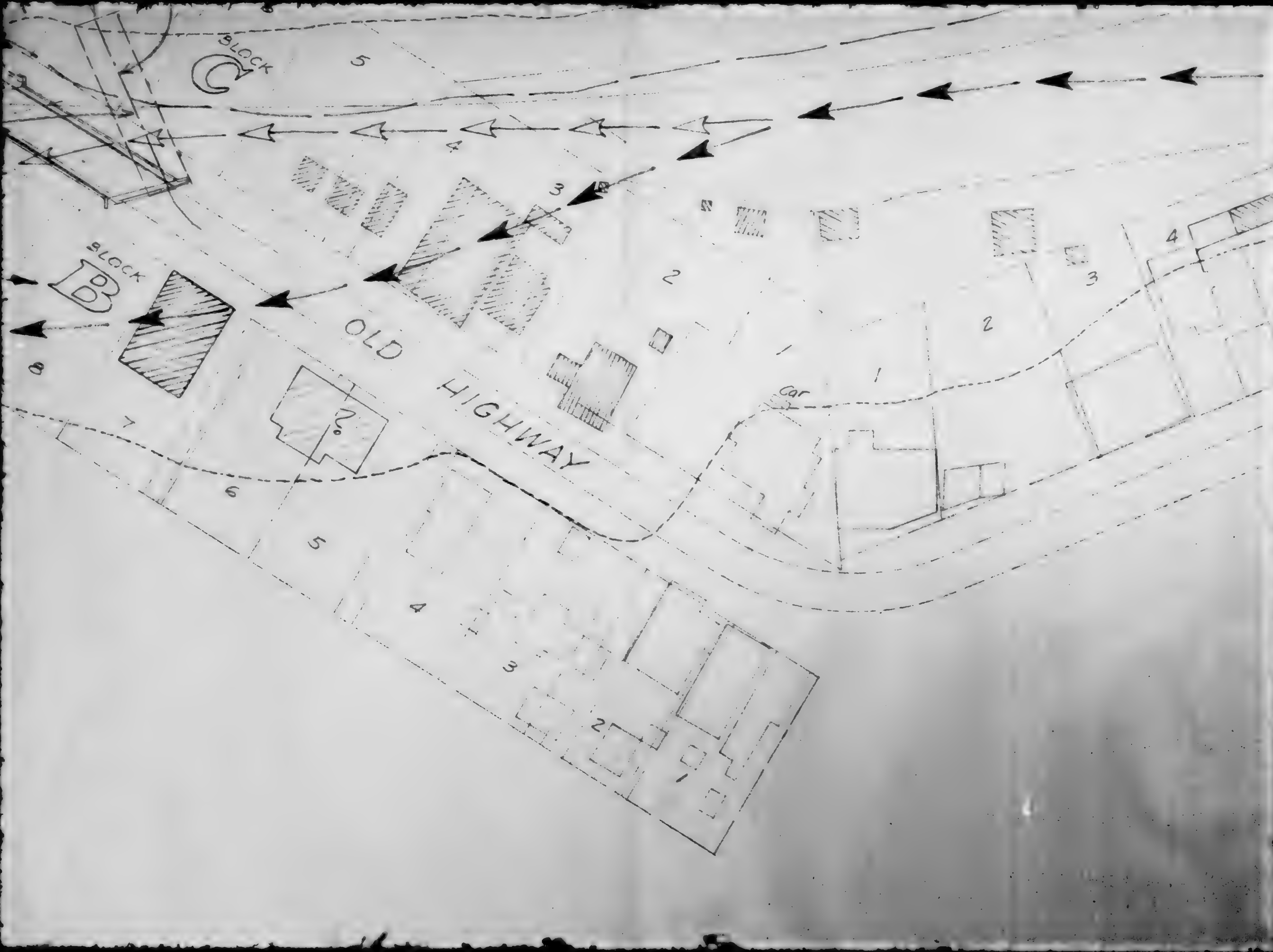

ABOVE LOW WATER LINE
1956
BRIDGE PIER
12
RETAINING WALL
3' HIGH
13
14
15
735
APPROX. LOCATIO
OF ORIGINAL HIGH
CREEK BANK
8' ABOVE LOW
WATER LINE

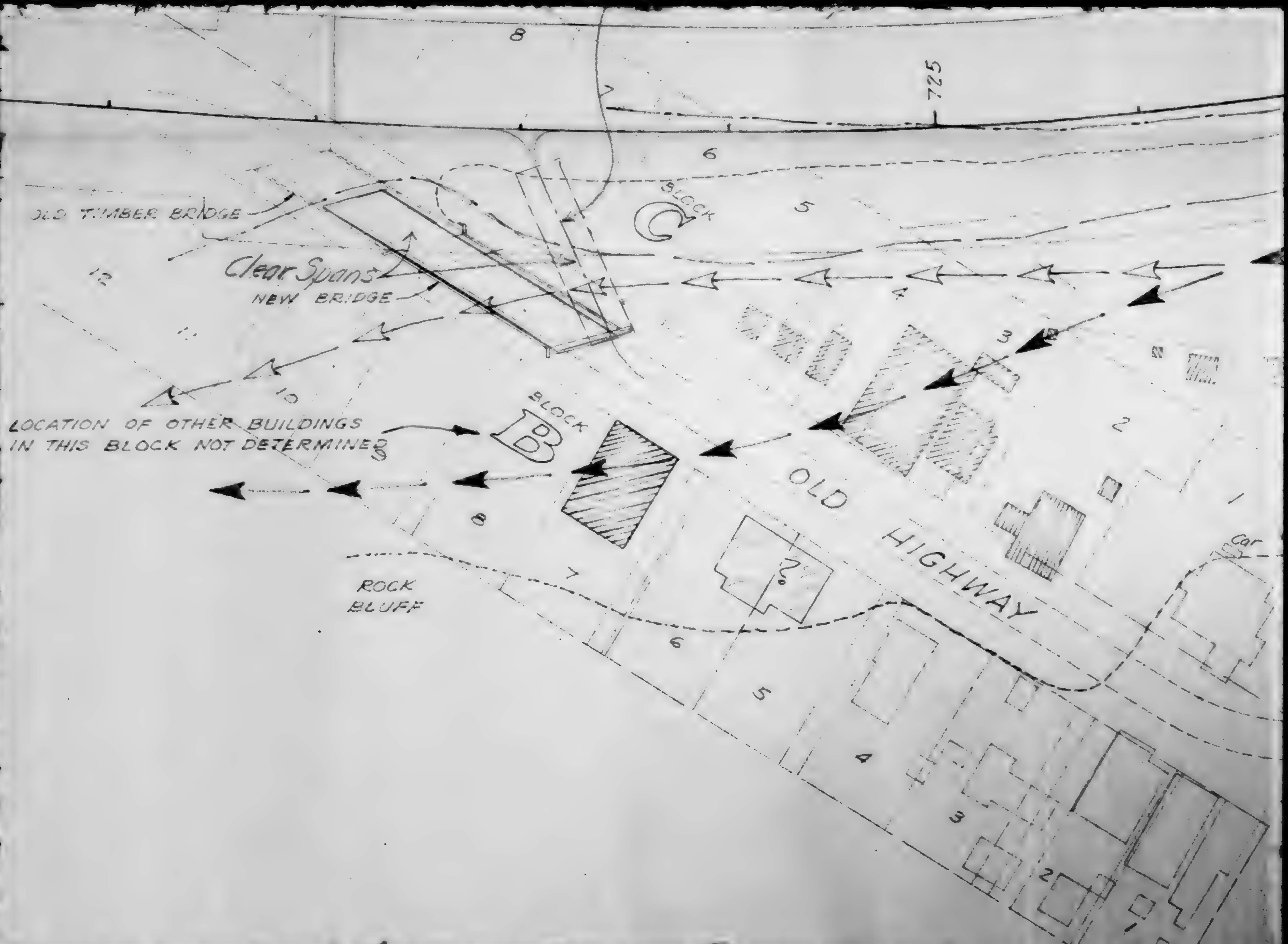

HIGHWAY R/W LINE
HIGHWAY ALIGNMENT 1956
735
LOCATION OF ORIGINAL CREEK BANK, 8' ABOVE LOW WATER LINE
HIGH WATER LINE 1956 FLOOD
HIGHWAY R/W LINE
APPROX. LOCATION OF BRIDGE PIER
OF BRIDGE CREEK PRIOR TO 1953
9
10
11
12
13
14
15
RETAINING WALL 3' HIGH
RETAINING WALL 5' HIGH
BLOCK
D
POST OFFICE
WAY
APPROXIMATE
ATER LINE 1956 FLOOD

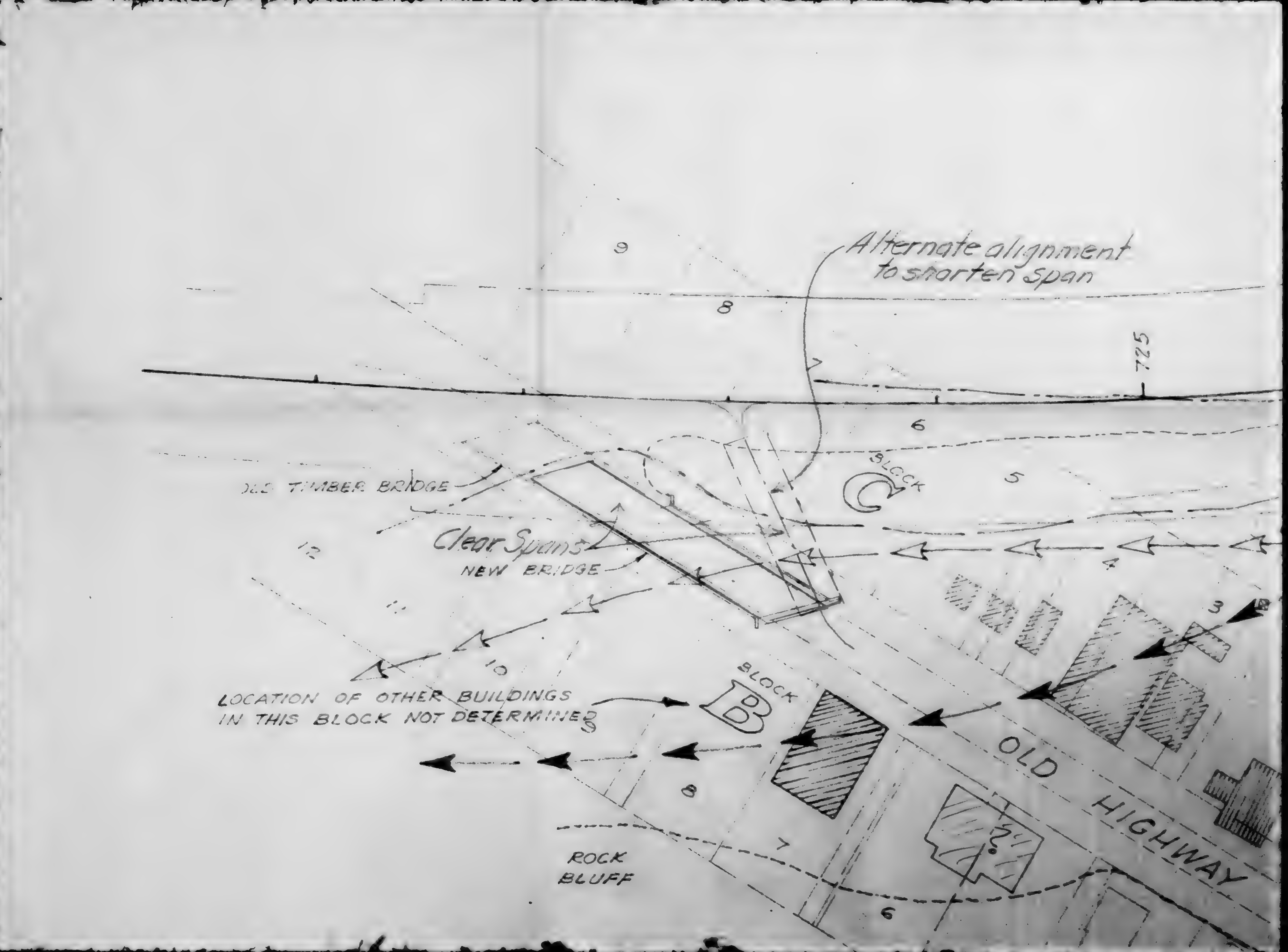

730
STATE HIGHWAY ALIGNMENT 1958
HIGHWAY R/W LINE
APPROX. LOCATION OF ORIGINAL CREEK BANK, 8' ABOVE LOW WATER LINE
HIGH WATER LINE 1956 FLOOD
HIGHWAY R/W LINE
APPROX. LOCATION OF BRIDGE PIER
MEANDER LINE OF BRIDGE CREEK PRIOR TO 1953
RETAINING WALL 8' HIGH
RETAINING WALL 5' HIGH
8
9
10
11
12
13
14
15
TEXACO STATION
POST OFFICE
BLOCK D
OLD HIGHWAY
APPROXIMATE HIGH WATER LINE 1956 FLOOD
SOUTH OF
SHOWN

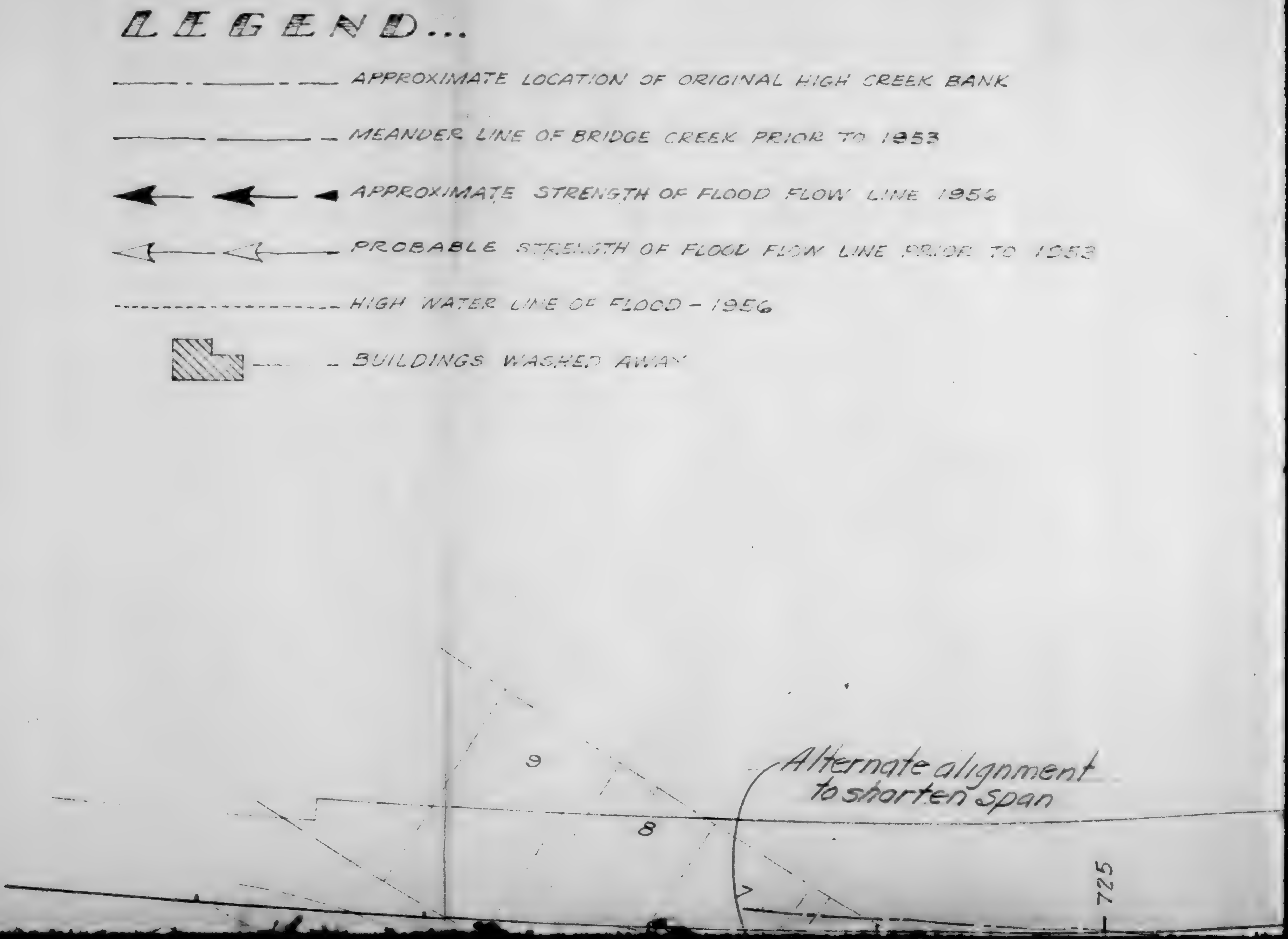

STATE
730
APPROX. LOCATION OF ORIGINAL CREE
HIGH WATER LINE 1956 FLOOD
HIGHWAY R/W LINE
APPROX. LOCATION O
ROCK POINT
MEANDER LINE OF BRIDGE CREEK PRIOR TO 1953
RETAINING WALL 5' HIGH
10
9
8
7
6
5
4
3
2
1
BLOCK
D
TEXACO STATION
POST OFFICE
OLD HIGHWAY
HIGH WAT
BUILDINGS SOUTH OF
STREET NOT SHOWN


HIGHWAY
725
3
2
1
Gar
2
3
4
5
6
7
8
TEXACO STATION
ROCK POINT
MEANDER L
BUILDINGS
STREET N

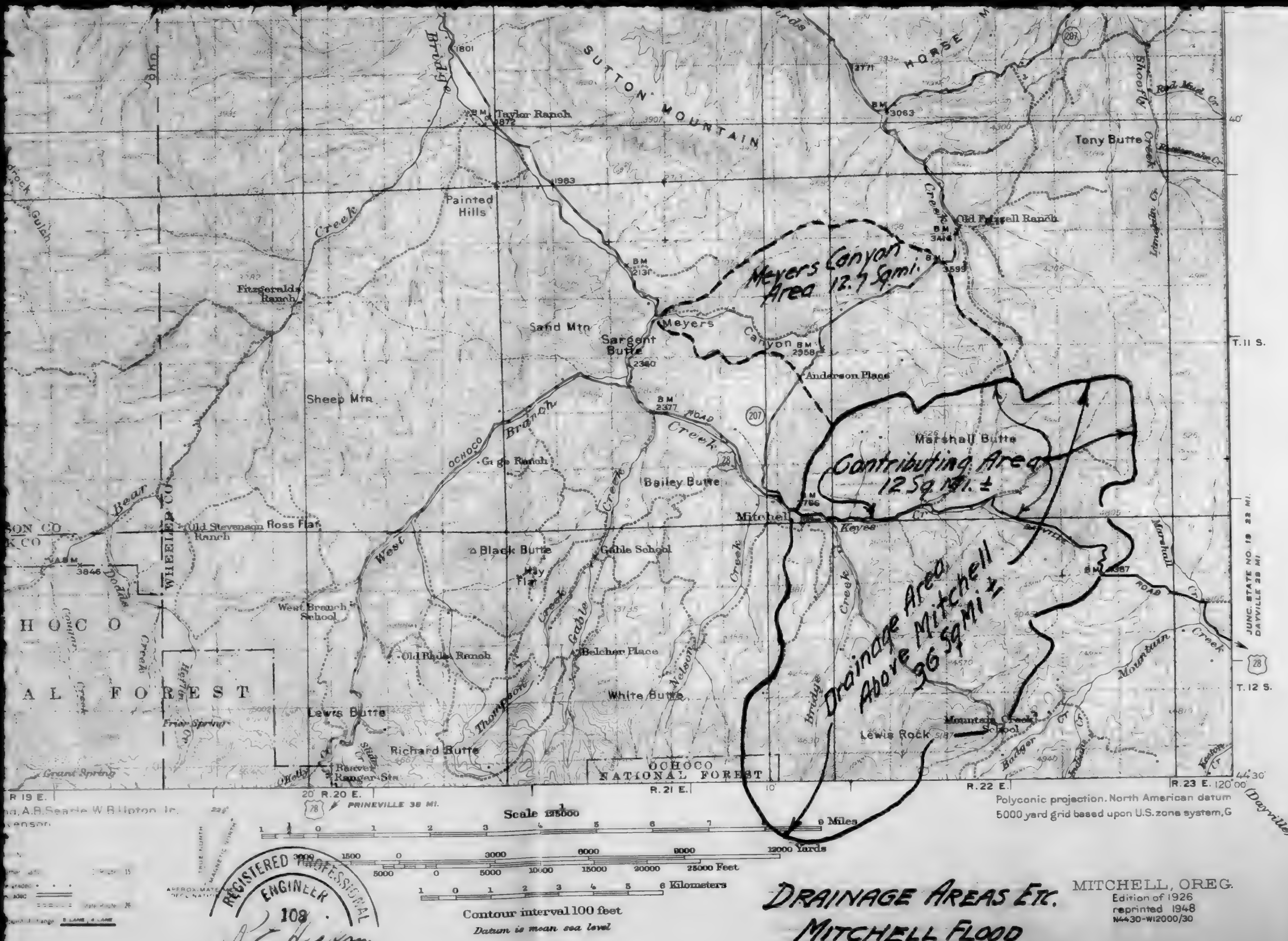
BLOCK C
5
4
3
BLOCK B
8
2
3
4
2
1
Car
OLD HIGHWAY
7
6
5
4
3
2
1


OLD TIMBER BRIDGE
Clear Spans
NEW BRIDGE
BLOCK C
BLOCK B
LOCATION OF OTHER BUILDINGS IN THIS BLOCK NOT DETERMINED
ROCK BLUFF
OLD HIGHWAY
725
Car
8
6
5
4
3
2
1
12
11
10
9
8
7
6
5
4
3
2
1


Alternate alignment
to shorten span
9
8
725
6
5
BLOCK
C
OLD TIMBER BRIDGE
Clear Spans
NEW BRIDGE
12
11
10
4
3
LOCATION OF OTHER BUILDINGS
IN THIS BLOCK NOT DETERMINED
BLOCK
B
9
8
7
6
?
OLD HIGHWAY
ROCK
BLUFF


LEGEND...
APPROXIMATE LOCATION OF ORIGINAL HIGH CREEK BANK
MEANDER LINE OF BRIDGE CREEK PRIOR TO 1953
APPROXIMATE STRENGTH OF FLOOD FLOW LINE 1956
PROBABLE STRENGTH OF FLOOD FLOW LINE PRIOR TO 1953
HIGH WATER LINE OF FLOOD - 1956
BUILDINGS WASHED AWAY
9
8
Alternate alignment to shorten span
725

ROCK POINT
730
STATE HIGHWAY
HIGHWAY
APPROX. LOCATION OF ORIG
HIGH WATER LINE 19
HIGH
BRIDGE CREEK

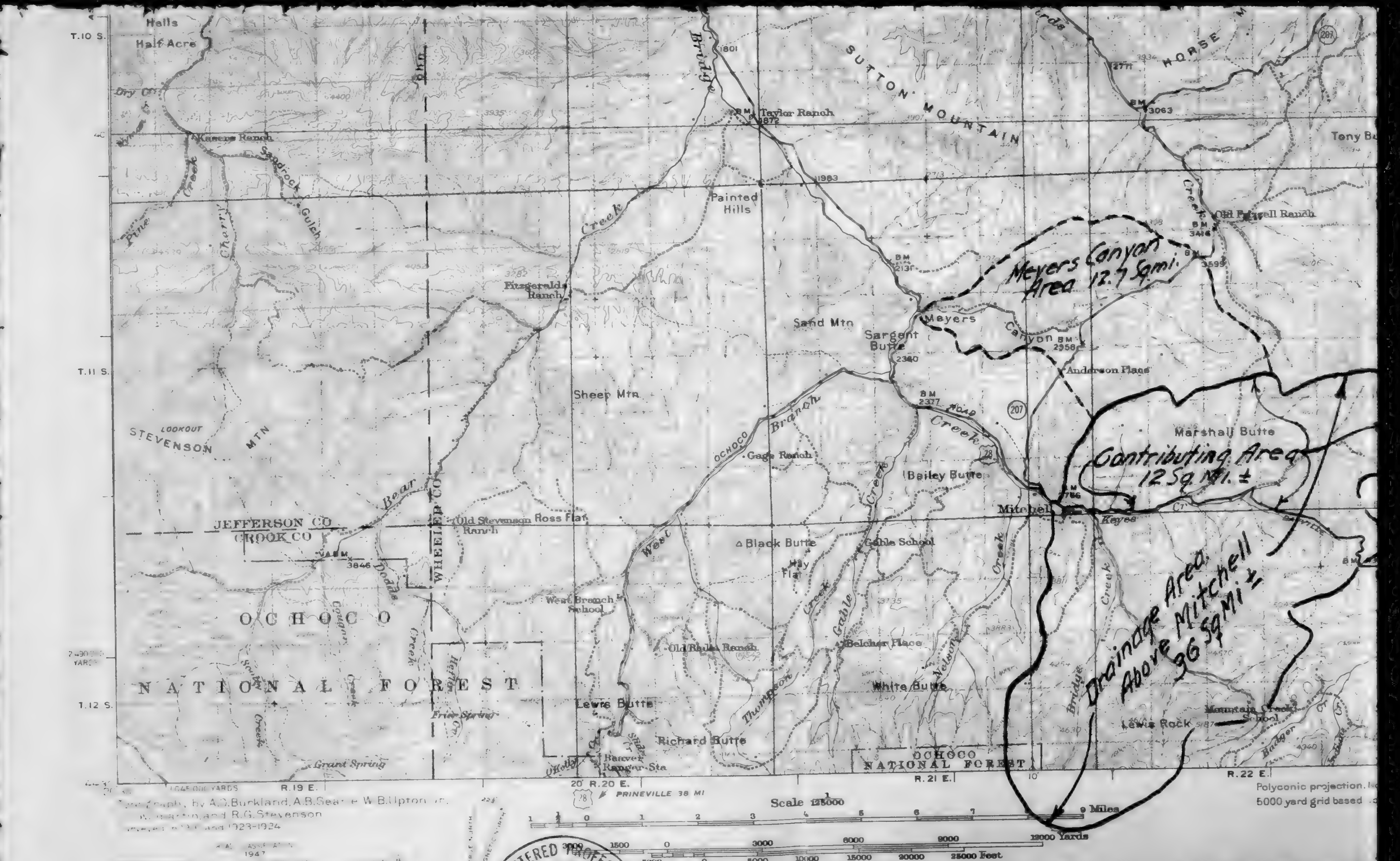


Polyconic projection. North American datum
5000 yard grid based upon U.S. zone system, G

MITCHELL, OREG.
Edition of 1926
reprinted 1948
N4430-W12000/30

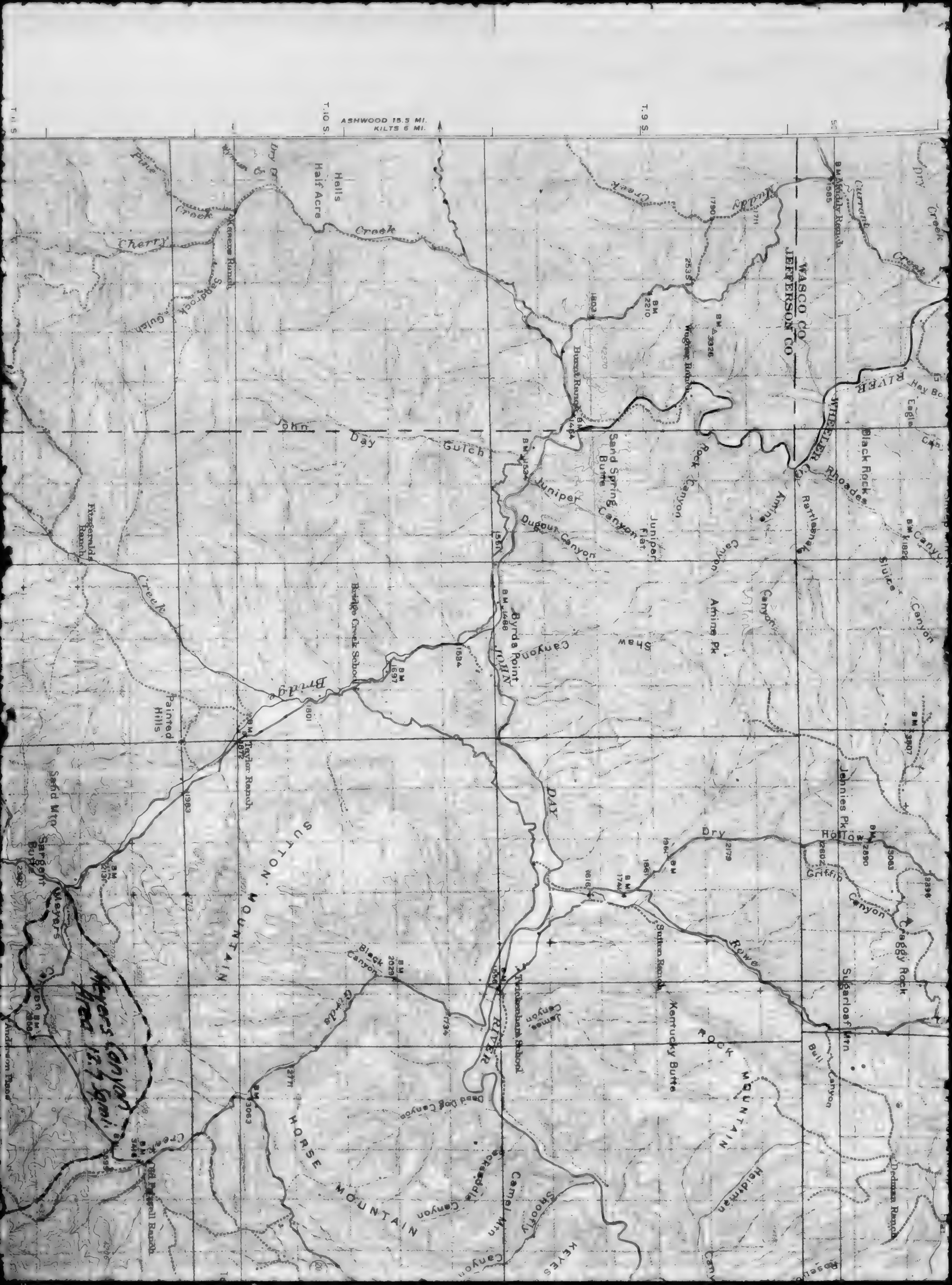
DRAINAGE AREAS ETC.
MITCHELL FLOOD
July 13, 1956

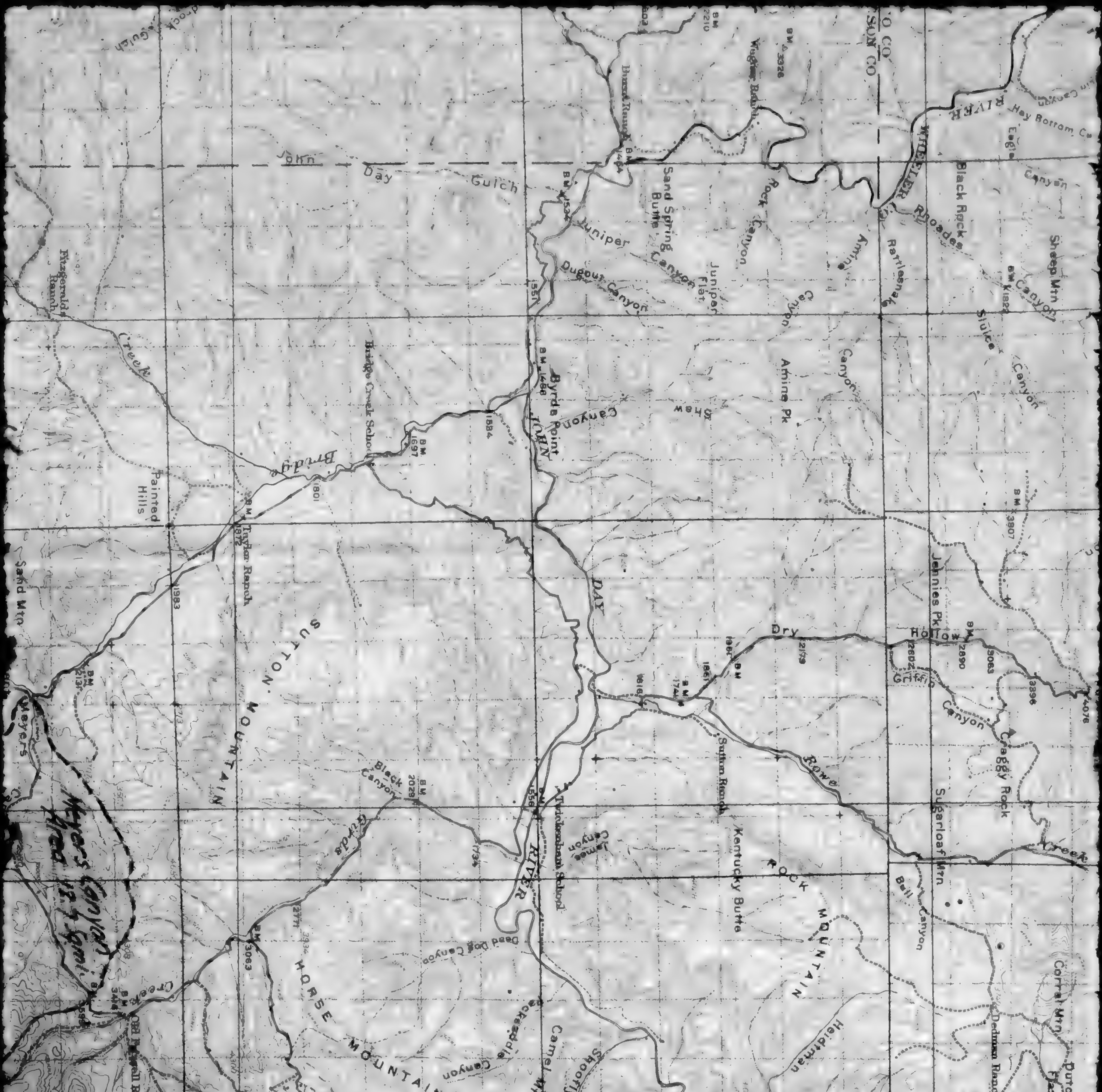
108
R. E. HICKSON
NOV. 8, 19



REGISTERED PROFESSIONAL ENGINEER
108
R E Hickson
OREGON
NOV. 8, 1919
R. E. HICKSON

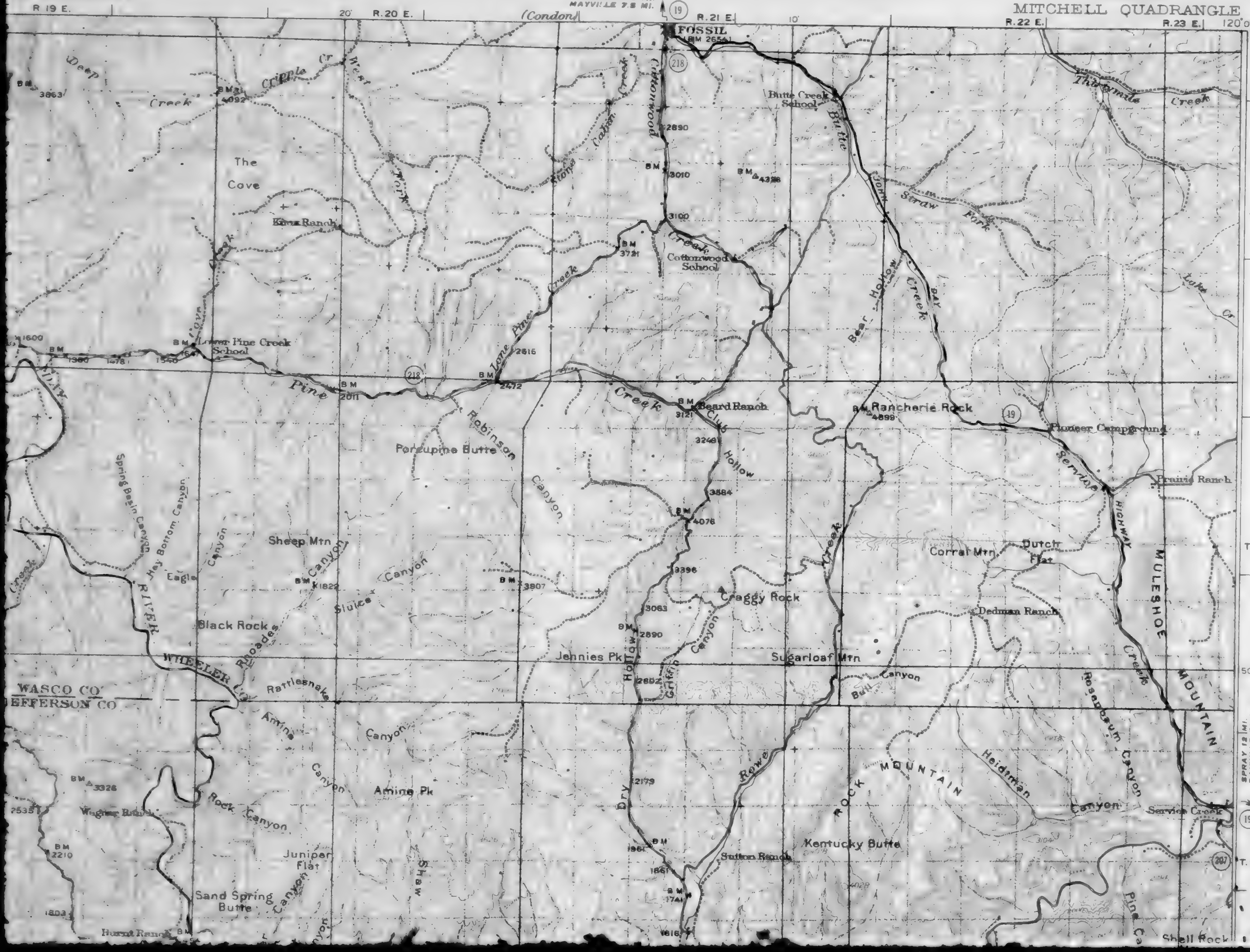
DRAINAGE AREAS ETC.
MITCHELL FLOOD
July 13, 1956


T.11 S.
T.10 S.
ASHWOOD 15.5 MI.
KILTS 6 MI.
T.9 S.
Pine
Creek
Cherry
Dry Cr.
Kaneys Ranch
Hells
Half Acre
Creek
Sandrock Gulch
Muddy
Creek
BM 1585
Muddy Ranch
Currant
Creek
Dry
Creek
WASCO CO.
JEFFERSON CO.
1790
2535
BM 2210
1803
Wagner Butte
BM 3026
2570
Burnt Ranch
BM 1454
RIVER
WHEELER CO.
Hay Bo
Eagle
Can
Black Rock
Rhoades
John Day Gulch
BM 1530
Sand Spring Butte
Rock Canyon
Juniper Canyon
Juniper Flat
Amine
Rattlesnake
Canyon
BM 1829
Sluice
Canyon
Dugout Canyon
1581
Fitzgeralds Ranch
Creek
Bridge Creek School
BM 1666
Byrds Point
JOHN
Shaw Canyon
Amine Pk
Canyon
Bridge
BM 1597
1584
1801
Painted Hills
BM 1672
Taylor Ranch
1983
Sand Mtn
Sargent Butte
2390
BM 2136
SUTTON MOUNTAIN
DAY
Jennies Pk
BM 3207
Dry
Hollow
BM 3083
2602
2090
Griffin
Canyon
2398
Craggy Rock
1616
BM 1746
1861
2179
Meyers
Canyon
BM 2687
Anderson Ranch
Meyers Canyon Area 12.4 sq mi
Black Canyon
BM 2029
1734
Byrds
Twickenham School
James Canyon
Sutton Ranch
Kentucky Butte
ROCK MOUNTAIN
Rowe
Sugarloaf Mtn
Bull Canyon
RIVER
2711
BM 3063
Dead Dog Canyon
HORSE MOUNTAIN
Creek
BM 3416
Bell Ranch
Backsaddle Canyon
Camel Mtn
Shoofly
Canyon
KEYES
Heidtman
Canyon
Dehmar Ranch

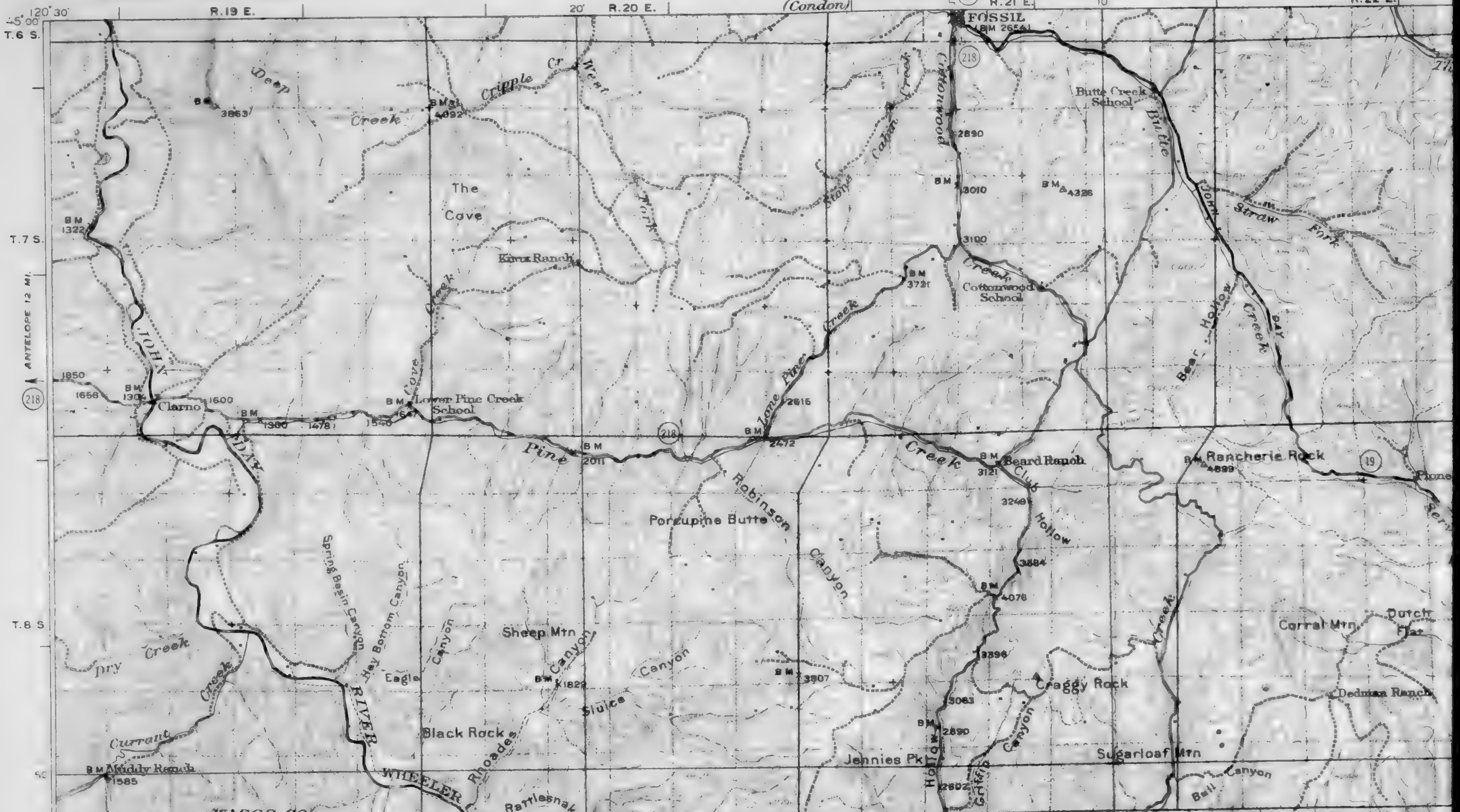

Meyers Canyon Area 12.5 gmi
John Day Gulch
Fitzgeralds Ranch
Bridge Creek
Bridge Creek School
Painted Hills
Taylor Ranch
Sand Mtn
Meyers
SUTTON MOUNTAIN
Byrds Point
JOHN DAY RIVER
Juniper Canyon
Dugout Canyon
Sand Spring Butte
Juniper Flat
Rock Canyon
Amine Canyon
Amine Pk
Shaw Canyon
Rattlesnake Canyon
Burnt Ranch
Wagner Butte
WHEELER CO
JEFFERSON CO
RIVER
Hay Bottom Canyon
Eagle Canyon
Black Rock
Rhoades Canyon
Sheep Mtn
Sluice Canyon
Jennies Pk
Dry Hollow
Griffin Canyon
Craggy Rock
Rowe Creek
Sutton Ranch
Kentucky Butte
ROCK MOUNTAIN
Sugarloaf Mtn
Bell Canyon
Corral Mtn
Dedman Ranch
Dutch Flat
Black Canyon
Byrds Creek
Twickenham School
James Canyon
Dead Dog Canyon
HORSE MOUNTAIN
Backscratch Canyon
Camel Mtn
Shoofly Canyon
KEYES MOUNTAIN
Heiderman Canyon
Rosebush Canyon
Pine Canyon
Shell Rock Mtn
Service Creek
MULESHOE MOUNTAIN
Creek
Old Bidwell Ranch
Tony Butte
Shoofly Creek
Waldron School
Red Rock Cr
207
19
SPRAY 12 MI.
DAYVILLE 51 MI.
T.10 S.
T.9 S.
T.8 S.
40
50

ED STATES
OF THE INTERIOR
CAL SURVEY

OREGON
MITCHELL QUADRANGLE



UNITED STATES
DEPARTMENT OF THE INTERIOR
GEOLOGICAL SURVEY



F-325(2) Dolph Corner-Rickreall Sec., 1956
Willamina-Salem Hwy.

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DEC 4 1957
FOR FILING

FORM E30—80M—11-55—90224

1 325(2)

4778

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
November 25, 1957

SUBJECT: Before and After Traffic Study
Dolph Corner - Rickreall Section
Willamina - Salem Highway

To:

G. S. Paxson
Assistant State Highway Engineer
Office

Attached is a copy of the Before and After Traffic Study of the above referred to section of highway. Will you kindly show this to Mr. Williams and Mr. Cooper.

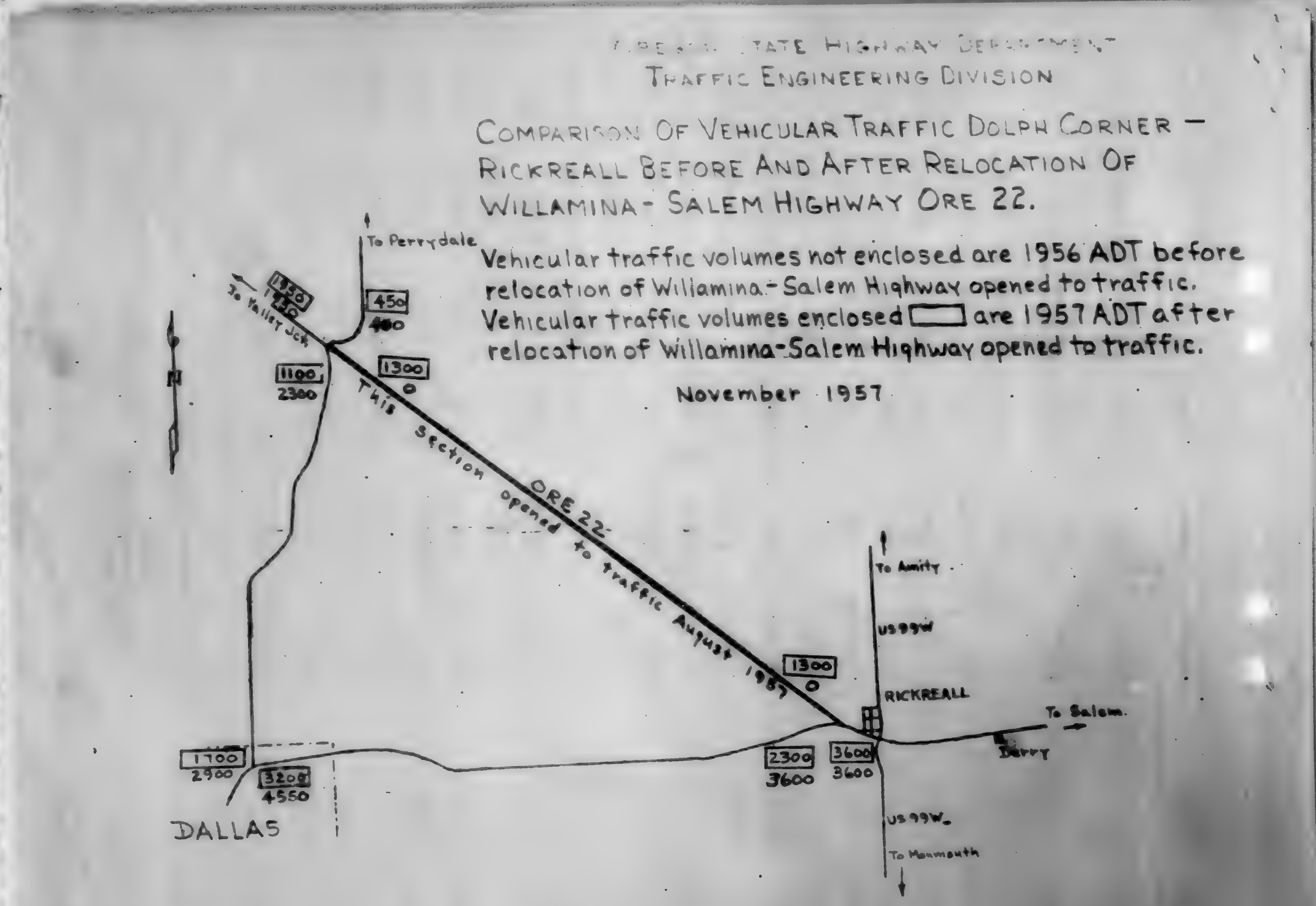
You will note that copies are being sent to the Bureau of Public Roads, Mr. Edwards and Mr. Walker.

F.B. Crandall
F. B. Crandall
Traffic Engineer

Attachment
JFH mp
cc: C. G. Polk, Bureau of Public Roads (3)
Tom Edwards (1)
J. D. Walker (1)

NOTED
G. S. PAXSON

RECEIVED
NOV 26 1957
OFFICE OF
STATE HIGHWAY ENGINEER



OREGON STATE HIGHWAY DEPARTMENT
TRAFFIC ENGINEERING DIVISION

COMPARISON OF VEHICULAR TRAFFIC DOLPH CORNER – RICKREALL BEFORE AND AFTER RELOCATION OF WILLAMINA - SALEM HIGHWAY ORE 22.

Vehicular traffic volumes not enclosed are 1956 ADT before relocation of Willamina - Salem Highway opened to traffic. Vehicular traffic volumes enclosed ▭ are 1957 ADT after relocation of Willamina-Salem Highway opened to traffic.

November 1957

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OCT 7 1957
FOR FILING

Contract #4778

4778

NOT
W. C. WILLIAMS

## FINAL COST ANALYSIS

Dolph Corner-Rickreall
Paving
Contractor-Central Paving Co.
Resident Engineer-Arthur Duffy

October 1, 1957
Willamina-Salem Hwy.
Prefix-27-1039
Project F-325(2)

| Item | Quantity | Unit | Unit Bid | Unit Cost | Total Cost | Gross Rev. |
|---|---|---|---|---|---|---|
| Removal of Pavement | 1,781 | Sq.Yd. | $ 1.00 | $ .76 | $ 1,355.37 | $ 1,781.00 |
| Exc. & Place Topsoil | 310.5 | C. Y. | 2.00 | 1.61 | 500.20 | 621.00 |
| Concrete Curbs | 40.2 | C. Y. | 40.00 | 39.25 | 1,577.85 | 1,608.00 |
| Concrete in Islands | 66.55 | C. Y. | 40.00 | 39.25 | 2,612.09 | 2,662.00 |
| 1½" Electrical Conduit | 797 | Lin.Ft. | 1.50 | 1.10 | 876.70 | 1,195.50 |
| Metal Sight Posts | 160 | Each | 2.50 | 2.50 | 400.00 | 400.00 |
| Coarse Crushed Mat'l in Base | 74,811 | C. Y. | 2.00 | 1.96 | 146,597.85 | 149,622.00 |
| 3/4"-0 Material in Base | 7,169 | C. Y. | 2.10 | 2.06 | 14,816.88 | 15,054.90 |
| Sprinkling | 2,352.7 | M/Gal. | 2.00 | 2.00 | 4,705.40 | 4,705.40 |
| Preparation of Base | 4.43 | Mile | 200.00 | 166.05 | 735.63 | 886.00 |
| 3/4"-0 Mat'l in Binder Cse. | 829 | C. Y. | 3.60 | 3.35 | 2,777.62 | 2,984.40 |
| Furn. & Place Aggregate | 1,148 | C. Y. | 4.50 | 4.09 | 4,700.72 | 5,166.00 |
| RC-3 Asphalt in Binder Cse. | 106.23 | Ton | 40.00 | 34.62 | 3,677.90 | 4,249.20 |
| RS-1 Asphalt in Shoulder Oil. | 22.55 | Ton | 50.00 | 34.64 | 781.19 | 1,127.50 |
| Asph. Concrete Mixture | 16,042.66 | Ton | 3.65 | 3.51 | 56,396.19 | 58,553.52 |
| 85-100 Asph. in Mixture | 968.07 | Ton | 30.00 | 28.93 | 28,005.53 | 29,042.10 |
| Extra for Asph. Conc.Approaches | 48 | Each | 25.00 | 14.29 | 685.92 | 1,200.00 |
| Asph. Concrete Traf. Markers | 691 | Lin.Ft. | 1.00 | .55 | 382.79 | 691.00 |
| PA#1 6"x8"x6" Elec. Jct.Boxs. | 2 | Each | 30.00 | 30.00 | 60.00 | 60.00 |
| PA#2 Remove&Reinstall Type 2 Fence | 40.8 | Rod | 4.75 | 4.40 | 179.74 | 193.80 |
| PA#3 120-150 Asph. in Shoulder Oiling | 80.65 | Ton | 40.00 | 35.40 | 2,855.70 | 3,226.00 |
| PA#4 Oper. Vibratory Roller Furn. by State | 46.5 | Hour | 10.00 | 9.04 | 420.41 | 465.00 |

| | Total Cost | Gross Revenue |
|---|---|---|
| Force Account | $8,291.08 | $8,602.56 |
| | $283,392.76 | $294,096.88 |

| | |
|---|---|
| Gross Revenue | $294,096.88 |
| Total Cost | 283,392.76 |
| Net Profit | $ 10,704.12 |

Net profit equals 3.6% of Gross Revenue.

Dolph Corner-Rickreall
Contract #4778

| | | |
|---|---|---|
| **DETAIL OF COSTS:** | | |
| Labor | $61,560.18 | |
| Labor Insurance | 4,703.20 | |
| Health & Welfare | 2,052.10 | |
| | | $68,315.48 |
| **MATERIALS** | | |
| Materials used in force acct. | 2,567.64 | |
| Sight Posts | 240.00 | |
| Royalty on Gravel | 14,209.14 | |
| Aggregate Purchased from Dallas Cr. Plant | 1,722.00 | |
| RC-3 Asphalt | 2,894.77 | |
| RS-1 Asphalt | 608.85 | |
| 85-100 Asphalt | 23,717.72 | |
| 120-150 Asphalt | 1,975.93 | |
| Freight on Asphalt | 3,128.20 | |
| Asphaltic Concrete Purchased from Salem Plant | 66.70 | |
| **EQUIPMENT RENTALS & MISC. SUPPLIES** | | $51,130.95 |
| Equipment Rental Owned | 42,578.77 | |
| Equipment Rental Hired (Fully Operated) | 96,964.88 | |
| Gas, Oil & Grease | 5,469.35 | |
| Bond | 1,430.01 | |
| P.U.C. | 275.50 | |
| PL & PD Insurance | 769.50 | |
| Electricity | 3,019.47 | |
| Heating Oil | 2,325.83 | |
| Home Office & Overhead | 3,781.70 | |
| Move in, Freight & Cartage | 7,531.32 | $163,946.33 |
| | | $283,392.76 |

REMARKS:

This was a Federal Aid Primary Project calling for the paving of 4.43 miles of highway roadbed on the Dolph Corner-Rickreall Section of the Willamina-Salem Highway in Polk County.

The contract was bid July 12, 1956, and awarded July 26, 1956. Work started October 4, 1956, and the project was completed July 29, 1957.

The contractor moved in and set up his portable rock crusher at a site adjacent to the Willamette River at a place known as the Willow Bar. Crushing of base material was started October 4, 1956. The material was stockpiled at the plant site. On October 8 the crushing plant operated two 8-hour shifts. Tuss Brothers started hauling and placing the base rock on the same date with five trains. With one Cat#12 Blade and one roller, the haulers averaged approximately 1060 c.y. per day.

The crushing and hauling operation ceased December 11, 1956, due to high water, and the wet condition on the new grade. Crushing and hauling was resumed May 13, 1957 and by July 6, 1957, all of the base rock was in place. The 3/4"-0 gravel for base and shoulders was crushed, hauled and placed between June 17 and July 24, 1957.

The contractor started crushing the paving aggregate and stockpiling the material where the base rock had been stockpiled. The 6000# Madsen Batch Paving Plant was moved in and set up adjacent to the stockpile. The paving started June 28 and was completed along with the shoulder oiling July 29, and the highway opened to traffic July 30, 1957.

The contractor made good progress on the Class "B" asphaltic concrete, averaging approximately 220 tons per hour, using from ten to fourteen hired trucks for hauling the mix, and two Barber Greene pavers and three rollers on the street work.

The contractor had fair bid prices, good equipment and supervision, realizing a fair profit.

M. N. Juve
Chief Cost Analyst

By

George Kayser

RECEIVED
SEP 23 1957
FOR FILING

OREGON STATE HIGHWAY DEPARTMENT
(date)
September 19, 1957

| | | |
|---|---|---|
| F 325(-)<br>(CONTRACT NO.) | (EST. NO.) | (CONTRACTOR) |
| 4778 | 7 Final | Central Paving Company |

| | | | |
|---|---|---|---|
| (VOUCHER NO.) | (WARRANT NO.) | (AMOUNT) | (DATE) |
| 21251 | H191865 | $ 8,767.26 | Sept. 19, 1957 |

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

Gertrude Chapweske
ACCOUNTING DIVISION

---

Specified completion Date: 46 workdays from 5-1-57

Time Extensions: None

Completion Date: July 29, 1957

Date Accepted: Sept. 12, 1957

Penalties: None of record

Claims: None of record

Remarks:

---

Date: Sept. 20, 1957

To the Accounting Division:

Release of the above warrant is hereby authorized

H. B. Glaisyer
Secretary

Warrant Mailed:

20 1957

NOTED ON CARD

em

RECEIVED
SEP 10 1957
FOR FILING

[illegible]

4778

September 9, 1957

CERTIFIED MAIL

United Pacific Insurance Company
Fidelity & Surety Department
Medical Arts Building
Tacoma 1, Washington

Gentlemen:

State Highway Contract No. 4778 for work performed on the Dolph Corner-Rickreall Section of the Willamina-Salem Highway in Polk County was completed by the contractor, Central Paving Co., Independence, on July 29, 1957, but has not as yet been accepted by the Highway Commission.

Final payment in the amount of $8,767.26 will be released tothe contractor after acceptance by the Commission. The total contract amount is $294,096.88, of which amount $8,602.56 represents force account items.

The State is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the State assumes no responsibility for such claims should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

cc United Pacific Insurance Co.
Portland Branch Office
223 Board of Trade Building
Portland 4, Oregon

fp

NOTED ON CARD 9-9-57

RECEIVED
AUG 27 1957
FOR FILING

[illegible]

August 26, 1957

**CERTIFIED MAIL**

United Pacific Insurance Co.
Fidelity & Surety Dept.
Medical Arts Bldg.
Tacoma 1, Wash.

Gentlemen:

The State Highway Commission is prepared to release semi-final payment to Central Paving Company in connection with Contract No. 4778, for paving on the Dolph Corner-Rickreall Section of the Willamina-Salem Highway in Polk County. This payment, in the amount of $70,395.82, will be released to the contractor on or after Sept. 5, 1957. The retained percentage is $8,824.63.

The State is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the State assumes no responsibility for such claims should there be any.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

[illegible]
cc: United Pacific Insurance Co.
Portland Branch Office
223 Board of Trade Bldg.
Portland 4, Oregon

NOTED ON CARD
em

RECEIVED
AUG 21 1957
FOR FILING

F 325 (2)

47Y

August 20, 1957

Mr. C. C. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

This is to advise you that work was completed on July 29, 1957, on Contract No. 4778, Dolph Corner-Rickreall Section, in Polk County in connection with Federal Aid Project No. F-325(2).

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

DDP:lr

CC: Clarence G. Jensen

Form E-1—10M—12-56

OREGON STATE HIGHWAY DEPARTMENT

# Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending August 17, 1957

Section Dolph Corner-Rickreall

Kind of work Paving

Highway Willamina-Salem County Polk

Section prefix 27-1039

Contractor Central Paving Company

Contract number 4778

Date of contract July 26, 1956

Specified work days 46

Date work started October 4, 1956

Work days used 46

Project authorization $348,415.88

Exclusive of engineering $323,639.64

Per cent of time elapsed 100 %

Estimated cost of completed project, exclusive of engineering $297,637.21

Estimated per cent overrun or underrun 8.0 %

Per cent of contract completed, based on total contract price 100 %

Engineering authorization $24,776.24

Engineering cost to date $24,750, 99.9 %

Date project was completed July 29, 1957

---

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Completed and submitted semi-final estimate Friday.

Final Report.

NOTED
FORREST COOPER

Noted
M. N. Juve

NOTED
C. E. PAULSEN

Signed Arthur Duffy
Arthur Duffy, Resident Engineer

Address Room 214, Lab Building, Salem

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

State Printing 136

|  | GRADING | SURFACING | MAINTENANCE MATERIALS | OIL AND BITUMINOUS MACADAM | PAVING |
|---|---|---|---|---|---|
| Miles in project |  | 4.43 |  |  | 4.43 |
| Miles partially completed |  |  |  |  |  |
| Miles completed |  | 4.43 |  | - | 4.43 |
| Total estimated quantities (contract) – |  | 87,500 cy |  | – | 18,000 ton |
| Total quantities corrected to date |  | 83,957 " |  |  | 16,042 " |
| Estimated quantities moved or placed to date |  | " |  |  | " |
| Average daily quantities |  |  |  |  |  |
| Average daily quantities necessary to complete project on time |  |  |  |  |  |
| Number shifts per day |  |  |  |  |  |
| Hours per shift |  |  |  |  |  |
| Average force on project for week |  |  |  |  |  |

Men

Supervision

Men and trucks under 3 tons

Men and trucks over 3 tons

Men and tractors

Equipment used during week: Shovels ........, Power graders ........, Rollers ........, Mixers ........, Crushing or screening plants ........

Compressors ........, Bulldozers ........, Compaction rollers ........, . . . . ........, . . . . ........, . . . . ........

|  | WEATHER | HRS. DELAY | CAUSE OF DELAY |
|---|---|---|---|
| Sunday | fair |  |  |
| Monday | " |  |  |
| Tuesday | " |  |  |
| Wednesday | " |  |  |
| Thursday | " |  |  |
| Friday | " |  |  |
| Saturday | " |  |  |

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AUG 20 1957
OFFICE OF
DIVISION ENGINEER
DIVISION NO. 2

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AUG 6 1957
FOR FILING

[illegible] (2)

411

August 5, 1957

County Court of Polk County
Court House
Dallas, Oregon

Gentlemen:

We are enclosing herewith for the records and files of Polk County a fully executed copy of a supplemental throughway agreement between the State Highway Commission and Polk County covering closures on the Dallas-Perrydale County Road in connection with construction of the Rickreall-Dolph Corner section of the Willamina-Salem Highway No. 30 in Polk County.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

rn
Enc.

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JUN 19 1957
FOR FILING
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[illegible]

June 18, 1957

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for Extra Work No. 5 covering State share of flagging costs on the Dolph Corner-Rickreall Section of the Willamina-Salem Highway in Polk County, Contract No. 4778, in connection with Federal Aid Project No. F-325(2).

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

DEP:bb

Encl.

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FOR FILING

[illegible]

4778

June 10, 1957

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
State Highway Building

Dear Sir:

Herewith for your consideration and approval are copies of Order for Extra Work No. 4 covering grading on the west connection of the Dolph Corner-Rickreall Section of the Willamina-Salem Highway in Polk County, Contract No. 4778, in connection with Federal Aid Project No. F-325(2).

The existing highway at Dolph Corner, where connection is to be made, is on a super-elevated curve. To blend this with the new pavement, the old pavement will have to be removed and the curve section graded. The pavement removal is a contract item. It is also necessary to construct a detour, by widening the connection with the road to Dallas.

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

Encl.

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FOR FILING

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May 29, 1957

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for Extra Work No. 3 covering the furnishing and installing of 12-inch corrugated metal pipe on the Dolph Corner-Rickreall Section of the Willamina-Salem Highway in Polk County, Contract No. 4778, in connection with Federal Aid Project No. F-325(2).

During the winter the water from the cut area collected along the roadbed ditch; thence running out of the cut, it flowed along the toe of the fill washing a considerable sized ditch.

The 12-inch corrugated metal pipe is to be used as conduits conducting the water down the fill slopes at the ends of the cuts.

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

Encl.

DBP:cr

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03-35

May [illegible], 1957

Mr. [illegible] Williams
State Highway Engineer
Salem, Oregon

Re: Oregon Project F-325(2)
Dolph Corner-[illegible] Section
Order for State Force Work, dated
March 22, 1957 - Seeding, Fertilizing,
Salvaging and Replanting 4,000
Hypericum Plants

Dear Sir:

Reference is made to your letter dated April 3, 1957 concerning subject order.

We are approving the use of State force as being in the public interest for the following reasons:

(1) The contractor is neither properly equipped nor staffed to perform the work contemplated under the Order.

(2) The State has trained men and specialized equipment to perform the work most economically.

(3) The amount of work is too small to warrant a separate contract.

Very truly yours,

C. C. Polk
District Engineer

Original to
Mr. Probert

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MAY 16 1957
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F-325 (2)

4778

May 14, 1957

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for Extra Work No. 2 covering excavating unsuitable subgrade material and installing 6-inch drain pipe on the Dolph Corner-Rickreall Section of the Willamina-Salem Highway in Polk County, Contract No. 4778, in connection with Federal Aid Project No. F-325(2).

The subgrade material in the cut, station 679 to 689 is mixed gravel and sandstone streaked with clay pockets. Ground water from cut banks and roadbed ditches seeps into the subgrade causing unstable conditions. It is necessary to remove the unstable materials and install 6-inch perforated pipe, with proper backfill material, to keep water out of the subgrade.

This work is to be done by the contractor on force account basis. Work was started May 7, but was discontinued on account of rains.

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

Encl.

DBP:sr

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MAY 10 1957
FOR FILING

F-325(-)

4

Salem, Oregon
May 9, 1957

Mr. Art Duffy
Resident Highway Engineer
Salem, Oregon

I am attaching a copy of a letter received from Leonard Lindas, Chief Counsel, in which he commends you for your assistance in the Harland and Cadle cases.

I wish to endorse Mr. Lindas' sentiments and add my thank you.

Forrest Cooper
Deputy State Highway Engineer

FC:mm

Encl.

cc Mr. Leonard I. Lindas
Mr. Tom Edwards
Mr. J. D. Walker

REFERRED TO
Cooper
By State Highway Engineer

FORM 230—12½M—6-55—88209

# OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
May 7, 1957

**SUBJECT:** Commendation of Art Duffy,
Resident Engineer
Dolph Corner-Rickreall Section
Willamina-Salem Highway

**To:** Mr. W. C. Williams
State Highway Engineer

OFFICE

L

I wish, at this time, to bring to your attention the excellent cooperation given us by Mr. Art Duffy in the trial of the Dolph-Corner Rickreall cases at Dallas during the past two weeks.

From my own experience with Mr. Duffy in the trial of the Simpson case, from the information given to me by Mr. McLean concerning his work in the trial of the Harland and Cadle cases, it is a pleasure to report to you the good work done by Mr. Duffy.

He not only spent many hours after the trial of the cases conferring with counsel, but his demeanor on the stand, and the evidence given by him was of a caliber that aided a great deal in what I feel was the successful trial of these very difficult cases.

It is this excellent cooperation and demeanor upon the witness stand that makes the job of the trial attorney infinitely easier.

Leonard I. Lindas
LEONARD I. LINDAS
Chief Counsel

LIL:br

RECEIVED
MAY 8 1957
OFFICE OF
STATE HIGHWAY ENGINEER

NOTED
FORREST COOPER

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FOR FILING
F-325(2)

4778

April 3, 1957

Mr. C. C. Polk
District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for State Force Work No. 224, 271 covering seeding and mulching on the Dolph Corner-Rickreall Section of the Willamina-Salem Highway in Polk County, Contract No. 4778, in connection with Federal Aid Project No. F-325(2)

The work is necessary to control erosion and provide a suitable ground cover in the median island, in the Rickreall intersection. The work is not enough to contract and can be done more economically by state forces. The state has the special equipment operated by trained crews. Reimbursement to be made under the provisions of G.A.M.-300.

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

Encl.
[illegible]

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MAR 14 1957
FOR FILING

F 325(2)

4778

C O P Y

March 13, 1957

United Pacific Insurance Company
627 Board of Trade Building
Portland 4, Oregon

Gentlemen:

In reference to your letter of March 12, our records show amounts due Central Paving Company to November 30, 1956, to be as follows:

| | Contractor claims | Our records show |
|---|---|---|
| Contract 4759 | $10,372.25 | $10,738.24 |
| Contract 4778 | 59,720.00 | 59,720.00 |
| Contract 4547 | 4,428.76 | 4,428.76 |

Very truly yours

Oregon State Highway Commission

Secretary

rm

United Pacific
Insurance Company

March 12, 1957

Oregon State Highway Commission
Salem, Oregon

Re: CENTRAL PAVING COMPANY

Dear Sir:

The captioned contractor lists the following Accounts Receivable items on his November 30, 1956 financial statement due from the State Highway Commission.

| | |
|---|---|
| Contract No. 4759 | $10,372.25 |
| Contract No. 4778 | 59,720.00 |
| Contract No. 4547 | 4,428.76 |

We previously mailed you inquiries which you returned to us dated January 18, 1957 but you failed to acknowledge the above amounts. Please advise if these amounts are correct as of November 30, 1956 and if not, the correct amounts.

Very truly yours,

/s/ Emma M. Kemp

Emma M. Kemp
Bond Department

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FOR FILING

F-325 (2)

4778

December 5, 1956

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for Extra Work No. 1 covering bracing gate posts on the Dolph Corner-Rickreall Section of the Willamina-Salem Highway in Polk County, Contract No. 4778, in connection with Federal Aid Project No. F-325(2).

Right of way fence was constructed under Project F-325(1). Due to softening of the ground, it is necessary to reinforce and straighten the posts so the gates will close, and operate properly.

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

[illegible]
Encl.

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FOR FILING

F-325
4778

October 8, 1956

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

This is to advise you that work was started on October 4, 1956, on Contract No. 4778, Dolph Corner-Rickreall Section, in Polk County, in connection with Federal Aid Project No. F-325(2).

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

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A

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OCT 18 1956
FOR FILING
F-325 (2)
~~4568~~ 4778

# 4778
4568

October 3, 1956

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

We are forwarding two copies of project agreement, signed by the Highway Commission, for the Dolph Corner-Rickreall Section, Project No. F-325(2).

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

[illegible]C:ia

GPH6-2221

Form PR 2 (Revised 1950)

State Oregon

Project No. F-325(2)

U.S. DEPARTMENT OF COMMERCE

BUREAU OF PUBLIC ROADS

# PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 28th day of September, 1956, by and between The Oregon State Highway Commission ______, constituting for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Commissioner of Public Roads, Bureau of Public Roads, Department of Commerce, hereinafter called the Commissioner, pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), and acts amendatory thereof or supplementary thereto:

Whereas the Highway Department of said State submitted on the 29th day of September, 1955, a program, which was approved on the 18th day of October, 1955, for the project hereinafter described; and

Whereas the Highway Department, in accordance with the regulations promulgated for the administration of the act, has furnished surveys, plans, specifications, and/or estimates for said project; and

Whereas the District Engineer of the Bureau of Public Roads approved said surveys, plans, specifications, and/or estimates on the 27th day of June, 1956, and the sum of two hundred nine thousand, and 00/100 ______ dollars ($209,000.00) as the share of the United States payable under said act on account of said project which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Commissioner do hereby mutually agree as follows:

## FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department for said project have been made available in the following manner, to wit:

(*a*) By the State Chapter 175, Laws 1917; Chapter 31, Laws 1920; Chapter 529, Laws 1939. (Include date and citation of act of legislature by which authorized)

(*b*) From other sources

(State how placed under direct control of Highway Department)

## WORK EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following work as described in detail in said surveys, plans, specifications, and/or estimates:

Between Stations 622+00 and 855+83.69, Rickreall northwest,

, length 4.428 miles, in Polk County, being Oregon project No. F-325(2), consisting of 4.428 miles of roadway and no bridges, ~~each~~ of more than 20 feet clear span, ~~of miles in length~~

## CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are by reference made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Bureau of Public Roads and in accordance with the laws of said State, Federal regulations hereinbefore mentioned, and the following conditions:

(*a*) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account shall be approved by the Bureau of Public Roads.

16—11370-4

## UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the work covered by this agreement shall not in any event exceed the sum of two hundred nine thousand, and 00/100 dollars ($209,000.00), which does not exceed the authorized Federal pro rata share of three hundred thirty eight thousand, two hundred fifty three and 30/100 dollars ($338,253.30), the approved total estimated cost of said project.

## PAYMENTS

ARTICLE V. As the work on said project progresses, the Bureau of Public Roads shall from time to time submit vouchers to the Secretary of the Treasury for the payment to the State Treasurer (Official or depository) hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of Oregon (Name) of such sums as shall not, together with previous payments, exceed the United States pro rata share as above specified, of the value, as determined by the Bureau of Public Roads after inspection and approval, of the labor and materials which have actually been put into said work in compliance with the requirements of Article III hereof.

The Commissioner reserves the right to withhold such sum as he may deem necessary to insure completion of the work in compliance with this agreement.

## MAINTENANCE OF PROJECT

ARTICLE VI. The Highway Department will maintain said project in compliance with said act of July 11, 1916, and acts amendatory thereof or supplementary thereto, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: (Include reference to statute authorizing funds and probable amount annually available)

Chapter 529, Laws 1939.

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project.

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. 112 .

In witness whereof the parties have hereunto affixed their signatures as of the day and year first above written.

OREGON STATE HIGHWAY COMMISSION
(Official title of Highway Department)

By
Chairman, State Highway Commission
(Title of officer)

By Chas H Reynolds
Member, State Highway Commission
(Title of officer)

By
Member, State Highway Commission
(Title of officer)

By
(Title of officer)

By
(Title of officer)

SECRETARY

RECOMMENDED FOR APPROVAL:

STATE HIGHWAY ENGINEER

COMMISSIONER OF PUBLIC ROADS,

By
*Division Engineer,*
*Bureau of Public Roads.*

U. S. GOVERNMENT PRINTING OFFICE 16—11879-5

A4.62

RECEIVED
SEP 24 1956
OREGON DISTRICT

# PROJECT AGREEMENT

DESCRIPTION: (JOB, SECTION AND HIGHWAY)

Dolph Corner - [illegible] Section
Willamina - Salem Highway
Polk County

NATURE OF WORK:

Graded pave

CONTRACT NUMBER, CONTRACTOR AND DATE OF AWARD:

| | | |
|---|---|---|
| 4568 | Babler Bros., Inc. | 11-9-55 |
| 4778 | Central Paving Co. | 7-26-56 |

DATE OF COMPLETION:

4568 Completed 8-30-56
4778 Specified completion date: 46 workdays from 5-1-57

REMARKS:

August 27, 1956

Mr. C. C. Polk
District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

We are enclosing four copies of estimate as a basis for project agreement for the Dolph Corner-Rickreall Section, Project No. F-325(2).

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

HNG:ie

Encl.

Oregon State Highway Department

Federal Aid Project
No. F-325(2)

## DOLPH CORNER-RICKREALL SECTION

## OF THE WILLAMINA-SALEM HIGHWAY IN POLK COUNTY

(Estimate as a basis for project agreement. Based on low bid prices).

Salem, Oregon, August 22, 1956

Type Code 6201

Roadway (Sta. 622+00 to Sta. 855+83.69)(Contract No. 4778)

| | | | |
|---|---|---|---|
| 1,900 sq. yds. | Removal of Pavement | $ 1.00 | $ 1,900.00 |
| 330 cu. yds. | Excavating and Placing Topsoil | 2.00 | 660.00 |
| 40 cu. yds. | Concrete Curbs | 40.00 | 1,600.00 |
| 80 cu. yds. | Concrete in Islands | 40.00 | 3,200.00 |
| 170 lin. ft. | 1½-inch Electrical Conduit | 1.50 | 255.00 |
| 160 only | Metal Sight Posts | 2.50 | 400.00 |
| 75,400 cu. yds. | Coarse Crushed Material in Base | 2.00 | 150,800.00 |
| 10,400 cu. yds. | 3/4" - 0 Material in Base | 2.10 | 21,840.00 |
| 2,100 M-gal. | Sprinkling | 2.00 | 4,200.00 |
| 4.43 miles | Preparation of Base | 200.00 | 886.00 |
| 670 cu. yds. | 3/4" - 0 Material in Binder Course | 3.60 | 2,412.00 |
| 1,100 cu. yds. | Furnishing and Placing Aggregates | 4.50 | 4,950.00 |
| 110 tons | RC-3 Asphalt in Binder Course | 40.00 | 4,400.00 |
| 90 tons | 150-200 Asphalt in Shoulder Oiling | 40.00 | 3,600.00 |
| 26 tons | RS-1 Asphalt in Shoulder Oiling | 50.00 | 1,300.00 |
| 80 tons | RS-2 Asphalt | 50.00 | 4,000.00 |
| 18,000 tons | Asphaltic Concrete Mixture | 3.65 | 65,700.00 |
| 1,080 tons | 85-100 Asphalt in Mixture | 30.00 | 32,400.00 |
| 46 only | Extra for Asphaltic Concrete Approaches | 25.00 | 1,150.00 |
| 300 cu. yds. | Aggregate in Pavement Seal | 4.50 | 1,350.00 |
| 500 lin. ft. | Asphaltic Concrete Traffic Markers | 1.00 | 500.00 |
| | Subtotal | | $307,503.00 |
| | 10% Engr. & Cont | | 30,750.30 |
| | Total | | $338,253.30 |

Length of Roadway 4.428 miles
Cost of Roadway per Mile $76,389.63

| | |
|---|---|
| Federal Funds - - - - - - - - - - - - - - - - - - - - - - - - | $209,000.00 |
| State Funds - - - - - - - - - - - - - - - - - - - - - - - - - | 129,253.30 |
| | $338,253.30 |

State Funds for Const: Chap. 175, laws 1917; Chap. 31, laws 1920; Chap. 529, laws 1939.
State Funds for Maint: Chap. 529, laws 1939.

Oregon State Highway Department

Federal Aid Project
No. F-325(2)

## DOLPH CORNER-RICKREALL SECTION
## OF THE WILLAMINA-SALEM HIGHWAY IN POLK COUNTY

(Estimate to accompany plans and specifications. Not as a basis for project agreement.)

Salem, Oregon, June 21, 1956

Type Code 6201
Roadway (Sta. 622+00 to Sta. 855+83.69)

| | | | | |
|---|---|---|---|---|
| 1,900 | sq. yds. | Removal of pavement | $ 0.75 | $ 1,425.00 |
| 330 | cu. yds. | Excavating and Placing Topsoil | 2.00 | 660.00 |
| 40 | lin. ft. | Concrete Curbs | 45.00 | 1,800.00 |
| 80 | cu. yds. | Concrete in Islands | 45.00 | 3,600.00 |
| 170 | lin. ft. | $1\frac{1}{2}$-inch Electrical Conduit | 1.50 | 255.00 |
| 160 | only | Metal Sight Posts | 2.50 | 400.00 |
| 75,400 | cu. yds. | Coarse Crushed Material in Base | 2.45 | 184,730.00 |
| 10,400 | cu. yds. | 3/4" - 0 Material in Base | 2.70 | 28,080.00 |
| 2,100 | M-gal. | Sprinkling | 2.50 | 5,250.00 |
| 4.43 | miles | Preparation of Base | 200.00 | 886.00 |
| 670 | cu. yds. | 3/4" - 0 Material in Binder Course | 3.50 | 2,345.00 |
| 1,100 | cu. yds. | Furnishing and Placing Aggregates | 3.50 | 3,850.00 |
| 110 | tons | RC-3 Asphalt in Binder Course | 42.00 | 4,620.00 |
| 90 | tons | 150-200 Asphalt in Shoulder Oiling | 40.00 | 3,600.00 |
| 26 | tons | RS-1 Asphalt in Shoulder Oiling | 42.00 | 1,092.00 |
| 80 | tons | RS-2 Asphalt | 45.00 | 3,600.00 |
| 18,000 | tons | Asphaltic Concrete Mixture | 3.50 | 63,000.00 |
| 1,080 | tons | 85-100 Asphalt in Mixture | 32.00 | 34,560.00 |
| 46 | only | Extra for Asphaltic Concrete Approaches | 25.00 | 1,150.00 |
| 300 | cu. yds. | Aggregate in Pavement Seal | 5.00 | 1,500.00 |
| 500 | lin. ft. | Asphaltic Concrete Traffic Markers | 1.00 | 500.00 |
| | | Subtotal | | $346,903.00 |
| | | 10% Engr. & Cont. | | 34,690.30 |
| | | Total | | $381,593.30 |

Length of Roadway 4.428 miles
Cost of Roadway per mile $86,177.34

| | |
|---|---|
| Federal Funds- - - - - - - - - - - - - - - - - - - - - - - - - - - - - | $230,000.00 |
| State Funds- - - - - - - - - - - - - - - - - - - - - - - - - - - - - - | 151,593.30 |
| | $381,593.30 |

10-3-56

RECEIVED
OCT 13 1956
FOR FILING
F-325 (2)

4778

PROJECT AGREEMENT

Dolph Corner-Rickreall Section

SEE: F-325 (2)
#4568

RECEIVED
SEP 6 1956
FOR FILING

F-325 (2)

4778

**OREGON STATE HIGHWAY DEPARTMENT**
INTER-DEPARTMENT CORRESPONDENCE
Salem, Oregon
September 5, 1956

SUBJECT:

To: ~~Mr. J. D. Walker~~
~~Division Engineer~~
~~State Highway Department~~
~~Salem, Oregon~~

The subcontract between the Central Paving Company and Tuss Brothers covering the loading, hauling and placing only of Items 7 and 8, and all of Item 9 on the Dolph Corner-Rickreall Contract No. 4778, Oregon F-325 (2) is approved, and you may so inform the interested parties.

Four copies of the subcontract are returned herewith for distribution.

Tom Edwards
Construction Engineer

By Edwin A Pease
Edwin A. Pease
Construction Office Engineer

EAP:ef

Encls.

cc to: Forrest Cooper
C. G. Polk (2)

RECEIVED
SEP 6 1956
OFFICE OF
STATE HIGHWAY ENGINEER

NOTED
FORREST COOPER

RECEIVED
AUG 14 1956
FOR FILING

F-325(2)

4778

August 13, 1956

Central Paving Co.
P. O. Box 38
Independence, Oregon

Gentlemen:

We enclose herewith for your files a fully executed copy of contract No. 4778, which was awarded to you by the State Highway Commission on July 26, for paving on the Dolph Corner-Rickreall Section of the Willamina-Salem Highway in Polk County.

We are also sending a copy of this contract to the surety on your performance bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encl.

RECEIVED
JUL 30 1956
FOR FILING

| |
|---|
| F-325 (2) |
| |
| 477 |

July 27, 1956

Central Paving Company
Independence, Oregon

Gentlemen:

The State Highway Commission on July 12, 1956 received bids for paving the Dolph Corner-Rickreall Section of the Willamina-Salem Highway, Polk County. This note is to inform you that the Commission formally awarded the contract to you as of July 26,1956 for the sum of $307,903.00. This project has been assigned Contract No. 4772.

Contract forms are now being prepared in this office and will be mailed to you shortly for execution.

This confirms my wire to you of this date.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

FAG:fp

cc R. G.Savage (SIAC)
Forrest Cooper
S.H.Probert

RECEIVED
JUL 31 1956
FOR FILING

F 325 (2)

| DOMESTIC SERVICE<br>Check the class of service desired; otherwise this message will be sent as a fast telegram | |
|---|---|
| TELEGRAM | |
| DAY LETTER | |
| NIGHT LETTER | |

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E

# WESTERN UNION
## TELEGRAM

W. P. MARSHALL, PRESIDENT

1206 (4-55)

| INTERNATIONAL SERVICE<br>Check the class of service desired; otherwise the message will be sent at the full rate | |
|---|---|
| FULL RATE | |
| LETTER TELEGRAM | |
| SHORE-SHIP | |

| NO. WDS.-CL. OF SVC. | PD. OR COLL. | CASH NO. | CHARGE TO THE ACCOUNT OF | TIME FILED |
|---|---|---|---|---|
| | | | | |

*Send the following message, subject to the terms on back hereof, which are hereby agreed to*

Salem, Oregon
July 27, 1956

Central Paving Company
Independence, Oregon

Contract for Dolph Corner-Rickreall Section, Polk County, for which you submitted low bid on July 12, 1956 awarded you ~~today.~~ July 26. Contract forms follow shortly.

H. B. Glaisyer, Secretary
OREGON STATE HIGHWAY COMMISSION

cc Confirmation
Accounting
✓Files
G. W. Mead

RECEIVED
JUL 31 1956
FOR FILING

F-325(2)

4778

July 26, 1956

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

Your concurrence as of today is requested in the award of contract for the paving of the Dolph Corner-Rickreall Section of the Willamina-Salem Highway in Polk County, Project F-325(2), to the Central Paving Co. of Independence, Oregon, on the basis of the bid of $307,503 submitted on July 12, 1956.

All rights of entry required for this contract are acquired.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Deputy State Highway Engineer

SMP:ia

RECEIVED
AUG 1 1956
FOR FILING
OREGON DISTRICT

F-325 (2)

4778

08-35

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

408 STATE HIGHWAY BLDG.
SALEM, OREGON

July 26, 1956

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

As requested in your letter of today advising that all rights of entry have been acquired for Oregon Project F-325 (2), Dolph Corner-Rickreall Section of the Willamina-Salem Highway, we hereby concur as of this date in award of Contract No. 4778 to the Central Paving Company of Independence, Oregon, low bidder in the amount of $307,503.00 at the July 12, 1956 bid opening.

Very truly yours,

C G Polk
C. G. POLK
District Engineer

RECEIVED
AUG 1 1956
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
JUL 9 195
FOR FILING

F 325 (2)

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

OREGON DI

408 STATE HIGHWAY BLDG.
SALEM, OREGON

08-35

June 27, 1956

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

We have today approved the P. S. and E. documents for Oregon Project F-325(2), Dolph Corner-Rickreall Section of the Willamina-Salem Highway.

This is to authorize your advertising for bids.

We believe that consideration should be given to such rearrangement of the existing flashing light signal near the westerly end of the project as may be necessary to provide a clear warning to traffic on the Salem-Willamina and Dallas-Coast highways at their intersection.

Very truly yours,

C G Polk
C. G. POLK
District Engineer

Copy to Div. Engr. Walker

RECEIVED
JUL 5 1956
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
JUN 27 1956
FOR FILING

F-3250
4775

June 26, 1956

Oregon State Highway Commission

Gentlemen:

This letter is to place on the agenda and confirm telephonic approval of Messrs. Chandler and Reynolds for the calling of bids at the July letting for the surfacing and paving of the [illegible]-Dolph Corner Section of the [illegible] Highway. The grading contractor is making excellent progress and will complete the grading work before the end of July. By awarding the contract for the paving it will be possible for the paving contractor to perform a considerable portion of the work this year to the end that it can be completed early in the summer of 1957.

Originally there was $225,000 earmarked for this project, but increased costs in surfacing and paving and the need of hauling rock nine miles from the nearest suitable source have materially increased the cost of the project. It now appears that the project cost will be approximately $350,000. There are sufficient accumulated federal-aid balances to cover the increased cost.

Very truly yours,

W. C. Williams
Deputy State Highway Engineer

[illegible]

cc Mr. S. H. Probert
Mr. Forrest Cooper
Mr. C. H. Maison

BFI-78(28) Shady-Booth Ranch Unit, 1956
Shady-Canyonville Sec., Pacific
#4779 Hwy.

RECEIVED
JUL 10 1958

FOR FILING
BFI-78 (28)

4779

July 7, 1958

Hon. Mark O. Hatfield
Secretary of State
Salem, Oregon

Attention: Mr. Geo. C. Stephens

Dear Sir:

This is to acknowledge your letter of July 2 to which was attached a copy of a letter from Collins Concrete and Steel Pipe Co., Portland, advising that they have released their claim against Vern Hoaglin, in the amount of $1,477.00, on our Contract No. 4779, your File No. 3612.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:fp

NOTED ON CARD

STATE OF OREGON
DEPARTMENT OF STATE
SALEM, OREGON

MARK O. HATFIELD
SECRETARY OF STATE

July 2, 1958

Mr. H. B. Glaisyer, Secretary
State Highway Commission
Salem, Oregon

Dear Mr. Glaisyer:

We are enclosing a copy of a letter from Collins Concrete and Steel Pipe Co., advising that their claim against the bond taken from Vern Hoaglin and American Surety Company of New York, Contract No. 4779, our file No. 3612 has been released.

This copy is for your information and files.

Sincerely,

MARK O. HATFIELD
Secretary of State

By Geo O Stephens
Clerk
Records Division

GS:m
Enc.

Query
prepare usual letters
record on card

RECEIVED
JUL 3 1958
OREGON
STATE HIGHWAY COMMISSION

NOTED ON CARD
em

STATE OF OREGON
DEPARTMENT OF STATE
SALEM, OREGON

MARK O. HATFIELD
SECRETARY OF STATE

July 2, 1958

Mr. H. B. Glaisyer, Secretary
State Highway Commission
Salem, Oregon

Dear Mr. Glaisyer:

We are enclosing a copy of a letter from Collins Concrete and Steel Pipe Co., advising that their claim against the bond taken from Vern Hoaglin and American Surety Company of New York, Contract No. 4779, our file No. 3612 has been released.

This copy is for your information and files.

Sincerely,

MARK O. HATFIELD
Secretary of State

By Geo C Stephens
Clerk
Records Division

GS:m
Enc.

RECEIVED
JUL 3 1958
OREGON
STATE HIGHWAY COMMISSION

Gueny
prepare usual letters
record on card

NOTED ON CARD
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RECEIVED
JUL 10 1958
FOR FILING
[illegible]

4777

July 7, 1958

American Surety Company of New York
725 Yeon Building
Portland 4, Oregon

Attention: Mr. David A. Lewis

Gentlemen:

We have received a copy of a letter sent to the Secretary of State by Collins Concrete and Steel Pipe Co., Portland, in which they write as follows: (Letter dated July 1, 1958)

"Please accept this letter as release of our notice of claim against the bond taken from Vern Hoaglin and American Surety Company of New York in the amount of $1477.00, on the Shady Booth Ranch Unit, South Umpqua Myrtle Creek Section of the Pacific Highway in Douglas County. Contract #4779, your file No. 3612."

This information is furnished as your Company appears as surety on the performance bond for the contract mentioned above.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:fp

CC:

R. E. Morehead
600 Yeon Building
Portland, Oregon

Mr. Vern Hoaglin
446 Bertha-Beaverton Highway
Beaverton, Oregon

NOTED ON CARD

Commissioners
Mr. W. C. Williams, Mr. Forrest Cooper

J. J. COLLINS, PRESIDENT
BUTLER 9-5661

Collins Concrete and Steel Pipe Co.
3841 N. COLUMBIA BOULEVARD
PORTLAND 17, OREGON

CONCRETE SEWER PIPE
CULVERT AND IRRIGATION PIPE
CONCRETE METER BOXES
GUARD RAIL POSTS
DRAINAGE TILE

CORRUGATED METAL CULVERT PIPE
GALVANIZED RANGE BOILERS
STEEL SEPTIC TANKS
ELECTRIC HOT WATER HEATERS
GALVANIZING
METAL GUARD RAIL
METAL SNOW FENCE

July 1, 1958

Mr. Mark O. Hatfield
Secretary of State
State of Oregon
Salem, Oregon

Attn: Geo. C. Stephens
Records Division

Dear Sir:

Please accept this letter as release of our notice of claim against the bond taken from Vern Hoaglin and American Surety Company of New York in the amount of $1477.00, on the Shady Booth Ranch Unit, South Umpqua Myrtle Creek Section of the Pacific Highway in Douglas County. Contract #4779, your file No. 3612.

Very truly yours

COLLINS CONCRETE AND STEEL PIPE CO.

C M Thomas

C. M. Thomas, Office Manager

CMT im

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JUL 2
MARK O. HA
SECRETARY OF

STATE HIGHWAY COMMISSION
OREGON
JUL 8 1958
RECEIVED

NOTED ON CARD

RECEIVED
JUN 19 1958
FOR FILING

[illegible]

4779

June 12, 1958

Hon. Mark O. Hatfield
Secretary of State
Salem, Oregon

Attention: Mr. Geo. C. Stephens

Dear Sir:

Thank you for your letter of June 10 to which was attached three copies of a claim filed with your office by Collins Concrete and Steel Pipe Co. against Vern Hoaglin for materials furnished on our Contract No. 4779, in the amount of $1,477.00, your File No. 3612.

Very truly yours,

H. B. Glaisyer, Secretary
OREGON STATE HIGHWAY COMMISSION

By

Floyd Query, Assistant Secretary

FAQ:fp

NOTED ON CARD

RECEIVED
JUN 12 1958
FOR FILING

[illegible]

4779

June 12, 1958

Hon. Mark O. Hatfield
Secretary of State
Salem, Oregon

Attention: Mr. Geo. C. Stephens

Dear Sir:

Thank you for your letter of June 10 to which was attached three copies of a claim filed with your office by Collins Concrete and Steel Pipe Co. against Vern Hoaglin for materials furnished on our Contract No. 4779, in the amount of $1,477.00, your File No. 3612.

Very truly yours,

H. B. Glaisyer, Secretary
OREGON STATE HIGHWAY COMMISSION

By

Floyd Query, Assistant Secretary

FAQ:fp

NOTED ON CARD

STATE OF OREGON
DEPARTMENT OF STATE
SALEM, OREGON

MARK O. HATFIELD
SECRETARY OF STATE

June 10, 1958

Mr. H. B. Glaisyer, Secretary
State Highway Commission
Salem, Oregon

Dear Mr. Glaisyer:

We have received and filed as of today a notice of claim by Collins Concrete and Steel Pipe Co. for materials in the sum of $1477.00, plus interest against the bond taken from Vern Hoaglin, principal, and America Surety Company of New York, surety, Highway Contract No. 4779, our file No. 3612.

We are enclosing three copies of the claim for your files and information. Kindly acknowledge receipt of same for our records.

Sincerely,

MARK O. HATFIELD
Secretary of State

By Geo C Stephens
Clerk
Records Division

GS:m
Enc.

RECEIVED
JUN 11 1958
OREGON
STATE HIGHWAY COMMISSION

NOTED ON CARD
eml

RECEIVED
JUN [illegible] 1958
FOR FILING

file

4779

June 12, 1958

American Surety Co. of New York
725 Yeon Building
Portland 4, Oregon

Attention: Mr. David A. Lewis
Asst. Manager

RE: Contract No. 4779
Vern Hoaglin

Gentlemen:

Attached is a copy of a claim filed with the Secretary of State by Collins Concrete and Steel Pipe Company, in the amount of $1,477.00 for materials furnished in guardrail construction on our Contract on the Shady-Booth Ranch Unit of the Pacific Highway, in Douglas County.

This information is provided as your Company appears as surety on the performance bond furnished with this contract.

Very truly yours,

H. B. Glaisyer, Secretary
OREGON STATE HIGHWAY COMMISSION

By

Floyd Query, Assistant Secretary

Enc.

CC:
R. E. Moorhead
600 Yeon Building
Portland, Oregon

Mr. Vern Hoaglin
446 Bertha-Beaverton Highway
Beaverton, Oregon

Commissioners
Mr. W. C. Williams
Mr. Forrest Cooper

FAQ:dp

NOTED ON CARD
OML

Pyramid CONCRETE PRODUCTS

J. J. COLLINS, PRESIDENT
BUTLER 9-5551

Collins Concrete and Steel Pipe Co.
3841 N. COLUMBIA BOULEVARD
PORTLAND 17, OREGON

CONCRETE SEWER PIPE
CULVERT AND IRRIGATION PIPE
CONCRETE METER BOXES
GUARD RAIL POSTS
DRAINAGE TILE

CORRUGATED METAL CULVERT PIPE
GALVANIZED RANGE BOILERS
STEEL SEPTIC TANKS
ELECTRIC HOT WATER HEATERS
GALVANIZING
METAL GUARD RAIL
METAL SNOW FENCE

June 9, 1958

Secretary of State Office
State of Oregon
Salem, Oregon

Attention: Mr. Mark Hatfield, Secretary of State

Dear Sir:

NOTICE is hereby given that the undersigned, Collins Concrete and Steel Pipe Co., an Oregon corporation, has a claim for an unpaid balance due for materials in the construction of guard rail consisting of metal guard rail, brackets, posts, end wings, rail bolts, post bolts, and washers in the sum of One Thousand Four Hundred Seventy-seven Dollars ($1477.00) plus interest on said sum from the 15th day of April against the bond taken from Vern Hoaglin and America Surety Company of New York, a corporation, as surety for materials furnished in connection with the work for the construction of guard rails upon the Shady Booth Ranch Unit, South Umpqua Myrtle Creek Section of the Pacific Highway in Douglas County, Oregon under a contract between said Vern Hoaglin and the State of Oregon, by and through its State Highway Commission, which contract is dated August 7, 1956 and bears Contract No. 4779.

Very truly yours,

COLLINS CONCRETE AND STEEL PIPE CO.

by

Hans E. Schierhorn, Vice-pres.

File No. 3612

FILED
JUN 10 1958
MARK O. HATFIELD
SECRETARY OF STATE

HES:nlc

NOTED ON CARD

Files

OREGON STATE HIGHWAY DEPARTMENT
(date)
June 7, 1957

| (CONTRACT NO.) | (EST. NO.) | (CONTRACTOR) | |
|---|---|---|---|
| 4779 | 6-Final | Vern Hoaglin | |
| (VOUCHER NO.) | (WARRANT NO.) | (AMOUNT) | (DATE) |
| 12574 | H-182954 | $ 1,530.68 | 6/7/57 |

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

Ruth Rawlings
ACCOUNTING DIVISION

---

Specified completion Date: **93 Workdays from 8-17-56**

Time Extensions: **None.**

Completion Date: **May 3, 1957**

Date Accepted: **May 16, 1957**

Penalties: **None of record**

Claims: **None of record**

Remarks:

---

**Date: June 11, 1957**

To the Accounting Division:

Release of the above warrant is hereby authorized

Floyd Query
H. B. Glaisyer
Asst Secretary

**Warrant Mailed:** JUN 11 1957
Ruth Rawlings

NOTED ON CARD
cm

RECEIVED
MAY 29 1957
FOR FILING

[illegible]

4779

May 28, 1957

**CERTIFIED MAIL**

American Surety Co. of New York
David A. Lewis, Ass't Manager
725 Yeon Bldg.
Portland 4, Oregon

Gentlemen:

State Highway Contract No. 4779 for work performed on the Shady-Booth Ranch Unit, S. Umpqua River-Myrtle Creek Section of the Pacific Highway in Douglas County was completed by the contractor, Vern Hoaglin, on May 3, 1957 and was formally accepted by the Highway Commission on May 16, 1957.

Final payment in the amount of $1,530.68 will be released to the contractor on or after June 7, 1957. The total contract amount is $51,022.76, and no force account work was performed on the project.

The State is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the State assumes no responsibility for such claims should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

NOTED ON CARD

RECEIVED
JUN 17 1957
FOR FILING

~~Shady-Booth Ranch Unit~~
Contract No. 4779

4[illegible]

May 28, 1957

Pacific Highway
Prefix: 10-1026-201(41)

## FINAL COST ANALYSIS

Guard Rail
Vern Hoaglin, Contractor
Jack Rowland, Resident Engineer

| Item | Quantity | Unit | Unit Cost | Unit Bid | Total Cost | Gross Revenue |
|---|---|---|---|---|---|---|
| Metal Guard Rail | 20,664 | Lin. Ft. | $2.16 | $2.44 | $44,765.42 | $50,420.16 |
| Metal Sight Post | 262 | Each | 2.26 | 2.30 | 592.58 | 602.60 |
| | | | | | $45,358.00 | $51,022.76 |

| | |
|---|---|
| Gross Revenue | $51,022.76 |
| Total Cost | 45,358.00 |
| Net Profit | $ 5,664.76 |

[illegible]
W. C. [illegible]

Net Profit Equals 11.1% of Gross Revenue

RECEIVED
JUN 11 1957
OFFICE OF
STATE HIGHWAY ENGINEER

## DETAIL OF COSTS

| | | | | | | |
|---|---|---|---|---|---|---|
| Labor: | | | | | | |
| Labor | | | | | $ 4,484.13 | |
| Labor Insurance | | | | | 362.24 | |
| | | | | | | $ 4,846.37 |
| Materials: | | | | | | |
| Guard Rail Including Posts, Rails, and Brackets | 20,664 | Lin. Ft. | At | $1.546 | $31,950.49 | |
| Sight Posts | 262 | Each | " | 1.35 | 353.70 | |
| | | | | | | $32,304.19 |
| Equipment Rentals and Misc. Expense: | | | | | | |
| Equipment Rental | | | | | $ 2,886,00 | |
| Gas, Oil, and Grease | | | | | 1,557.77 | |
| Bond | | | | | 234.45 | |
| Telephone | | | | | 199.76 | |
| Rent | | | | | 1,407.06 | |
| Small Tools | | | | | 128.60 | |
| Home Office and General Overhead | | | | | 863.24 | |
| | | | | | | $ 7,276.88 |
| Hired Painting | | | | | | 876.56 |
| | | | | TOTAL | | $45,304.00 |

REMARKS:

This was a "Federal Aid Bond Project" located on the Pacific Highway in Douglas County. The northerly end was about 1.2 miles south of Shady and about 4.5 miles south of Roseburg. The southerly end of the project was at the northerly end of the structure over the South Umpqua River at Booth Ranch. The overall length of the project was 6.28 miles.

The work to be done under this contract consisted of the construction of approximately 19,000 Linear feet of metal guard rail; the installation of approximately 250 metal sight posts; and the performance of such additional and incidental work called for in the plans and specifications.

9 The contract was bid by Vern Hoaglin on July 12, 1956 and awarded to him on August 7, 1956. Work on the contract was not begun until October 30, 1956 as the contractor on the paving did not have the shoulders ready for this work. The project was completed on May 3, 1957.

The contractor used a 1½-ton truck with an auger mounted on the rear for drilling post holes, a 1½-ton flatbed truck and two pickup trucks while working the project. He had a crew that averaged four men throughout the project.

The contractor began work on October 30, 1956. The setting of the posts and hanging of the rail progressed rapidly and the contractor had all work on the project completed except forthe painting on January 25, 1957.

The contractor hired the painting done. This work began during the week ending April 20, 1957 and was completed on May 3, 1957.

The contractor, having good equipment, an experienced crew of men and supervising the work himself, made a good profit.

M. N. Juve
Chief Cost Analyst

By

F. W. Sugnet

RECEIVED
MAY 27 1957

FOR ~~FILING~~

FFI-78(28)

4779

May 23, 1957

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

This is to advise you that work was completed on May 3, 1957, on Contract No. 4779, Shady-Booth Ranch Unit, South Umpqua River-Myrtle Creek Section, in Douglas County, in connection with Federal Aid Project No. FFI-78(28).

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

CC: Clarence G. Swenson

RECEIVED
MAY 22 1957

FOR FILING
KFI-48 ([illegible])

4779

May 21, 1957

CERTIFIED MAIL

American Surety Co. of New York
David A. Lewis, Ass't. Manager
725 Yeon Bldg.
Portland 4, Oregon

Gentlemen:

The State Highway Commission is prepared to release semi-final payment to Vern Hoaglin in connection with contract No. 4779, for Guard rail on Shady-Booth Ranch Unit, S. Umpqua River-Myrtle Creek Section of the Pacific Highway in Douglas County. This payment, in the amount of $1,943.45, will be released to the contractor on or after May 31, 1957. The retained percentage is $1,530.68.

The State is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the State assumes no responsibility for such claims should there be any.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

em

NOTED ON CARD
em

Form E-1—10M—6-56

OREGON STATE HIGHWAY DEPARTMENT

# Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending May 4, 1957

Section Shady - Booth Ranch Unit So. Umpqua River - Myrtle Creek Sect.

Kind of work Guard Rail

Highway Pacific

Section prefix 10-1026

Contractor Vern Hoaglin

Contract number 4779

Date of contract August 7, 1956

Date of completion 93 Work days beginning August 17, 1956

Date work started October 30, 1956

Estimated date of completion Completed May 3, 1957

Project authorization $ 59,418.76

Exclusive of Engineering $ 55,615.96

Per cent of time elapsed 43 %

Estimated cost of completed project, exclusive of engineering $ 51,590.46

Estimated per cent ~~overrun~~ or underrun 3.58 %

Per cent of contract completed, based on total contract price 98 %

Engineering authorization $ 3,802.80

Engineering cost to date $ 3,809.07, 100.16 %

Date project was completed May 3, 1957

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Over the week end of April 27 and 28th retouching was done on the painting and some posts were adjusted for elevation. On Friday of this week Mr. L. R. Chandler, ASSISTANT DIVISION ENGINEER, went over the project and it was accepted as complete.

This is the last weekly report to be submitted on this project as the semi-final has been completed and will be mailed Monday May 6.

CONSTRUCTION DIVISION
RECEIVED
MAY [illegible]
NOTED WB

Noted
M. N. Juve

Signed Jack A. Rowland
Jack A. Rowland, Resident Engineer

Address Box 551, Roseburg, Oregon

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

State Printing [illegible]

Guard Rail

| | XXXXXXX | SURFACING | MAINTENANCE MATERIALS | OIL AND BITUMINOUS MACADAM | PAVING |
|---|---|---|---|---|---|
| ~~Miles~~ Feet in project | 20,664 | | | | |
| ~~Miles~~ Feet partially completed | 20,664 | | | | |
| ~~Miles~~ Feet completed | 20,664 | | | | |
| Total estimated quantities (contract) | 19,000 | | | | |
| Total quantities corrected to date | 20664 | | | | |
| Estimated quantities moved or placed to date | 20,664 | | | | |
| Average daily quantities | 0 | | | | |
| Average daily quantities necessary to complete project on time | 0 | | | | |
| Number shifts per day | 1 | one day only | | | |
| Hours per shift | 8 | | | | |
| Average force on project for week | 3 | one day only | | | |

Men

Supervision

Men and trucks under 3 tons

Men and trucks over 3 tons

Men and tractors

Equipment used during week: Shovels .........., Power graders .........., Rollers .........., Mixers .........., Crushing or screening plants ..........

Compressors .........., Bulldozers .........., Compaction rollers .........., . . . . .........., . . . . .........., . . . . ..........

| | WEATHER | HRS. DELAY | CAUSE OF DELAY |
|---|---|---|---|
| Sunday | | | |
| Monday | Fair | | |
| Tuesday | Showers | | |
| Wednesday | " | | |
| Thursday | " | | |
| Friday | Fair | | |
| Saturday | | | |

RECEIVED
NOV 13 1956
FOR FILING

BFI-78 (28)

4779

November 7, 1956

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

This is to advise you that work was started on October 30, 1956, on Contract No. 4779, Shady-Booth Ranch Unit, South Umpqua River-Myrtle Creek Section, in Douglas County, in connection with Federal Aid Project No. BFI-78(28).

Very truly yours,

W. C. Willaims
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

DBP:lmr

A

RECEIVED
AUG 28 1956
FOR FILING

BFI-78 (-8)

4779

August 28, 1956

Mr. Vern Hoaglin
446 Bertha-Beaverton Highway
Beaverton, Oregon

Dear Sir:

We enclose herewith for your files a fully executed copy of contract No. 4779, which was awarded to you by the State Highway Commission on August 7, for guard rail on the Shady-Booth Ranch Unit, South Umpqua River-Myrtle Creek Section of the Pacific Highway in Douglas County.

We are also sending a copy of this contract to the surety on your performance bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encl.

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

408 STATE HIGHWAY BLDG.
SALEM, OREGON

~~RECEIVED~~
AUG 9 1956
OREGON DISTRICT
FOR FILING
BFI 78 (28)
4779
08-35

August 7, 1956

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

As requested in your letter of today advising that all rights of entry have been acquired for Oregon Project BFI-78 (28), Shady-Booth Ranch Section of the Pacific Highway in Douglas County (guard rail), we hereby concur as of this date in award of contract to Vern Hoaglin of Beaverton, Oregon, low bidder in the amount of $46,935.00 at the July 12, 1956 bid opening.

Very truly yours,

C G Polk
C. G. POLK
District Engineer

RECEIVED
AUG 8 1956
STATE [illegible]

RECEIVED
AUG 14 1956
FOR FILING

[illegible]

4779

August 7, 1956

Mr. Vern Hoaglin
446 Bertha-Beaverton Highway
Beaverton, Oregon

Dear Mr. Hoaglin:

The State Highway Commission on July 12, 1956 accepted your proposal for guardrail construction on the Shady-Boom Ranch Unit, Shady-Canyonville Section of the Pacific Highway in Douglas County for the sum of $46,955.00 and referred it to the State Highway Engineer with authority to award the contract to you as soon as certain conditions had been fulfilled. This note is to inform you that such conditions have now been satisfied and that the State Highway Engineer today awarded you the contract in conformity with the Commission's authorization. This project has been assigned Contract No. 4779.

Contract forms are now being prepared in this office and will be mailed to you shortly for execution.

This confirms my wire to you of this date.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM'

blm
cc: Pacific Builder & Engineer, Inc.
2418 Third Ave.
Seattle 1, Wash.

Att. Dorothy McCormack

R. G. Savage, SIAC
Forrest Cooper
S. H. Probert

NOTED
J. Mc C.

| DOMESTIC SERVICE | |
|---|---|
| Check the class of service desired; otherwise this message will be sent as a fast telegram | |
| TELEGRAM | |
| DAY LETTER | |
| NIGHT LETTER | |

$
S
S
E

# WESTERN UNION TELEGRAM

W. P. MARSHALL, PRESIDENT

1206 (4-55)

| INTERNATIONAL SERVICE | |
|---|---|
| Check the class of service desired; otherwise the message will be sent at the full rate | |
| FULL RATE | |
| LETTER TELEGRAM | |
| SHORE-SHIP | |

| NO. WDS.-CL. OF SVC. | PD. OR COLL. | CASH NO. | CHARGE TO THE ACCOUNT OF | TIME FILED |
|---|---|---|---|---|
| | | | | |

*Send the following message, subject to the terms on back hereof, which are hereby agreed to*

Salem, Oregon
8:40 a. m.
August 7, 1956

Vern Hoaglin
446 Bertha-Beaverton Highway
Beaverton, Oregon

Contract for guardrail construction on Shady-Booth Ranch Unit, Shady-Canyonville Section of Pacific Highway in Douglas County for which you submitted low bid on July 12, 1956 awarded you today. Contract forms follow shortly.

H. B. Glaisyer, Secretary
OREGON STATE HIGHWAY COMM'

cc: Confirmation
Accounting (5003-900)
Files
C. W. Head

---

State Highway Engineer

By

W. C. Williams
Deputy State Highway Engineer

WP:la

RECEIVED
AUG 8 1956
FOR FILING

| |
|---|
| [illegible] |
| |
| 4997 |

August 7, 1956

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

Your concurrence as of today is requested in the award of contract for guard rail construction on the Shady-Booth Ranch Section of the Pacific Highway in Douglas County, Project No. BFI-78(28), to Vern Hoaglin of Beaverton, Oregon, on the basis of the bid of $46,935.00 submitted on July 12, 1956.

All rights of entry required for this contract are acquired.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Deputy State Highway Engineer

SHP:ia

RECEIVED
JUL 27 1956
FOR FILING
FORM E30—12½M—6-55—98209

BFI-78 (28)

4777

W. C. WILLIAMS

**OREGON STATE HIGHWAY DEPARTMENT**
**INTER-DEPARTMENT CORRESPONDENCE**

Salem, Oregon
July 26, 1956

**SUBJECT:** Shady Booth Ranch Unit
Guardrail Project
Pacific Highway
Douglas County

To: Mr. W. C. Williams
Deputy State Highway Engineer
OFFICE

L

At the last Commission meeting, bids were opened on the above project, and the award was withheld pending clearing of right of way and securing approval of the Bureau of Public Roads. If the project is being held pending clearing of right of way, some mistake has arisen as no new right of way was required for this project. As far as this department is concerned, the contract can be awarded.

R. L. Porter
R. L. PORTER
Right of Way Engineer

RLP:smj

RECEIVED
JUL 26 1956
OFFICE OF
STATE HIGHWAY ENGINEER

20-1021 Glenada Hill Section of the 1956
Oregon Coast Hwy., near

RECEIVED
MAY 24 1957
FOR FILING

COMMISSIONERS
BEN R. CHANDLER, CHAIRMAN
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE
M. K. McIVER, MEMBER
PORTLAND
H. B. GLAISYER
SECRETARY

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

W. C. WILLIAMS
STATE HIGHWAY ENGINEER
FORREST COOPER
DEPUTY STATE HWY. ENGR.
C. W. ENFIELD
CHIEF COUNSEL

20-1021

4720

May 22, 1957

Mr. Howard Barrett, Sr.
P.O. Box 1001
Florence, Oregon

Dear Sir:

Since receiving your letter of May 13, 1957 regarding your water supply near the south end of the US101 bridge across the Siuslaw River, we have investigated through our field engineers and find that they had made an investigation of this situation previously in response to a letter from Mr. Harry A. Scott dated November 1, 1956.

Mr. Scott was advised by letter on March 5, 1957 that the investigation revealed no reason for the State to be obligated to revamp the water system or to make any additions thereto. At the time the old culvert was extended, the draw through which the water flows was well cleaned out, removing brush, dead animal carcass, rubbish and other debris. No headworks or inlets of any kind were found and no new water was introduced into this drainage.

We understand that the water you use does not come from a spring on the Highway right of way, but merely flows across the right of way in a natural drainage channel. The work done in cleaning out the channel should have improved the water. However, this water has been tested by the State Engineer and found to be unsuitable for drinking purposes.

We suggest that if you find some reason for contamination of the water at the source and you wish to continue using it, that the users cooperate in removing the cause in order to make it acceptable for the use intended.

Very truly yours,

E. A. Collier
Maintenance Engineer

By

I. A. DeFrance
Assistant Maintenance Engineer

EEJ:dl

cc W. W. Stiffler
F. D. Morgan

NOTED
W. W. STIFFLER

RECEIVED
MAY 28 1957
OFFICE OF
STATE HIGHWAY ENGINEER

FORM E-30X—37,500—5-56—96685

**OREGON STATE HIGHWAY DEPARTMENT**

INTER-DEPARTMENT CORRESPONDENCE

Roseburg, Oregon
May 17, 1957

SUBJECT: Contaminated drinking water
US 101

To: E. E. Johnston
Ass't. Maintenance Engineer
Salem, Oregon

I am in receipt of your letter of May 16, 1957 together with copies of a letter from Mr. Howard Barrett, Sr., address Florence, Oregon, P.O. Box 1001.

Please be advised that Mr. Barrett's complaint is not a new one. This matter has been thoroughly investigated in the past and I submit herewith copies of correspondence regarding this matter.

1. Copy of letter from Mr. Harry A. Scott, Novebur 1, 1956.
2. Copy of letter from Mr. George Sothman, November 26, 1956.
3. Copy of a letter from Mr. George Sothman to Mr. Harry A. Scott, November 26, 1956.
4. Copy of letter from Mr. George Sothman to F. D. Morgan dated February 1, 1957.
5. Copy of letter from Mr. Chris L. Wheeler, Assistant State Engineer, to Mr. George Sothman, February 28, 1957.
6. Copy of letter from L.R. Chandler to Mr. Harry A. Scott, March 5, 1957.
7. Verifax print of sketch map of area involved.

Please be advised that all of this correspondence concerns the water supply used by Mr. Howard Barrett, Mr. Harry A. Scott and Mr. J. N. Severs. Our investigation reveals that there were no headworks or inlets of any kind above the old highway during our work of revising the climbing lane. The old channel was filled with dead brush, rubbish, dead animal carcasses and other debris. We do not feel that we have in any way aggravated what must have been previously an unusable source of water.

NOTED
W. W. STIFFLER

E. E. Johnston
Ass't. Maintenance Engineer

May 17, 1957

This source of water has been tested by the State Engineer and has been found unsuitable for drinking purposes. Regardless of taste, smell or color, this water is unsuitable for drinking purposes.

I recommend that Mr. Barrett be so advised.

F D Morgan

F. D. Morgan
Division Engineer

dls
encls.

Salem, Oregon
May 16, 1957

**Contaminated drinking water complaint--US 101**

Mr. F. D. Morgan
Division Engineer
Roseburg, Oregon

Herewith two copies of a letter from Mr. Howard Barrett, Sr. address Florence, Oregon, P.O. Box 1001.

Mr. Barrett has a problem on Highway 101 at the south end of the Florence Bridge. His problem is that the spring on highway right of way, which he and some of his neighbors have been obtaining drinking water from, has been contaminated to some extent by apparently some work that had been done near it or at it.

Please investigate this complaint and report with your recommendations.

R. F. Johnston
Assistant Maintenance Engineer

RFJ:dl
Encl.

P.O. Box 1001
Florence, Oregon.
May 13th 1957.

Mr. I. A. De France
Room 207 Highway Bldg;
Salem, Oregon.

My dear Sir :-
Some time ago, the Highway Department
have had the road made wider on 101 south
end of the Florance Bridge. There are seve
-l of us living on this side of the Highway, there
is a natural spring comming from State
property, going through the Highway
fill, this spring has been interrupted
and contaminated, to a degree that it
is not consuable for a human being to
drink without damage to health. We
are forced to get our water in container
for drinking or cooking purposes else
where. Years ago I thought of getting
water right, but I was advised that
this spring was for the public use and
should be kept clean at all times for
those concerned and being used.
This water has been clean up to now.
We had made a complaint by written
a letter to an engineer whom has I
understand has gone out of service, noth
as to date is being done to remedy this
situation in order to repitute to the

the cause of this difficulty.

When it rains the water runs over a cresote soaked burlap along side of the Highway and it is fixed that it can run into our drinking water and it runs into a place I have for my electric pump; the muddy water and cresote or tar has caused my water system very much unusable. I shall not build up my water system until The Highway Dept; cleans up or make this water usable again which they are at fault.

When they were working on the road a fellow came to me and said that they would put in a filter in order that our water would be clean. I waited but nothing has been done. The road foreman in this distric of the Highway said that he would do what ever he was directed to do in order to do the right thing. I do not think that we should bother the U.S. District Attorney in a simple case as this one. Because the State Highway Department would want to do the right thing for the people that it represents. May God Bless you,

Yours sincerely,

Howard Barrett, Sr.

Roseburg, Oregon
March 5, 1957

Harry A. Scott
Florence, Oregon.

Dear Mr. Scott:

Your complaint with regard to your water supply system adjacent to our recently completed Glenada Climbing Lane Section of the Coast Highway has been thoroughly investigated and we can not find that we are obligated to revamp the water system or to make any additions to it.

Considerable sand was washed into our culvert crossing the highway, through which your water flows before entering your intake pipe but, it was also true that the culvert was nearly full before the work was started. The flow of sand has now been stopped.

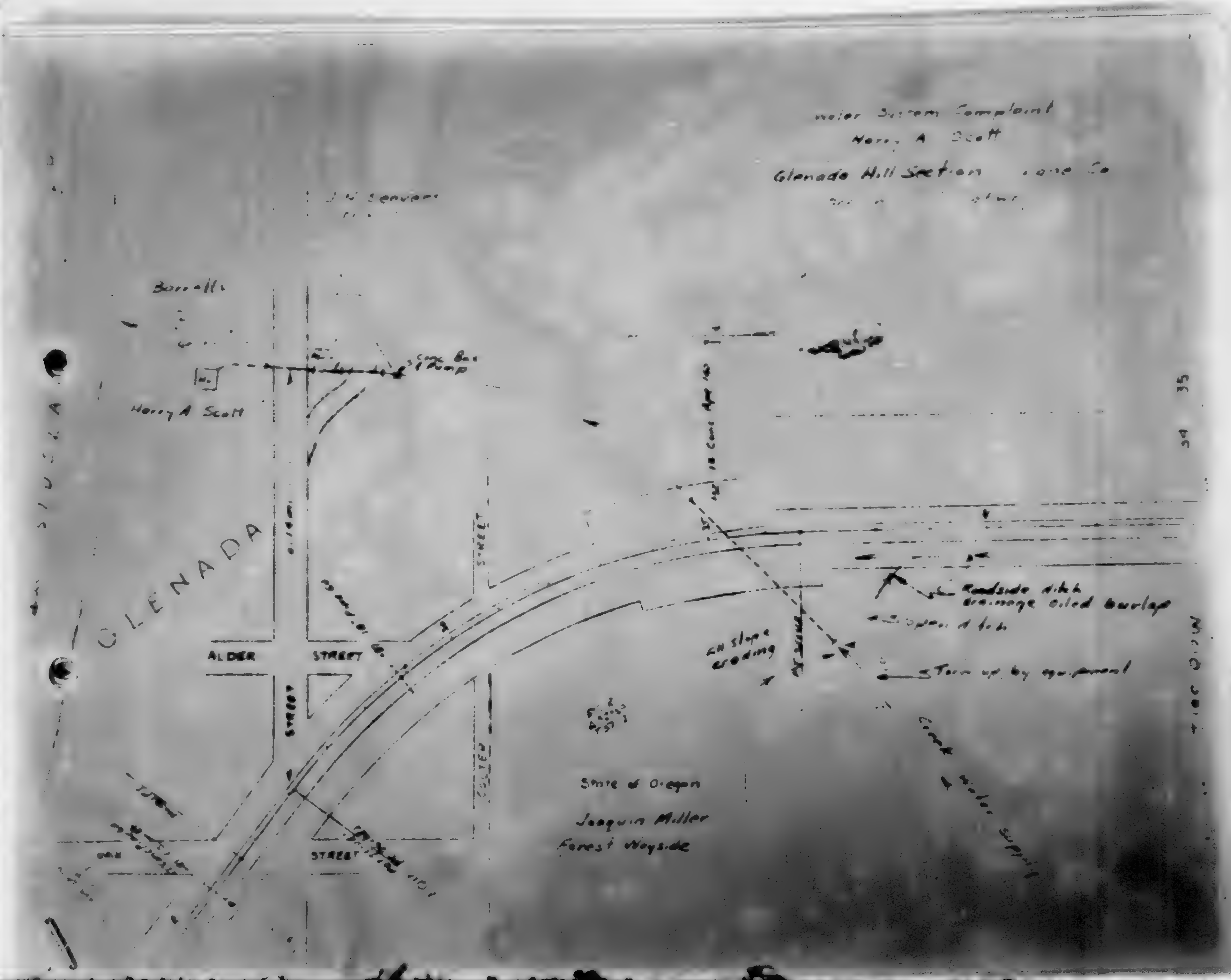
With respect to the sulphur taste, we are unable to explain it. We introduced no new water into this drainage and, in fact, extensively cleaned out the draw down which the water flowed. We found no headworks [illegible] of any kind above the old highway during our work when we cleaned the draw of trash, dead animal carcass, rubbish and other debris, at the time of the extension of the old culvert.

We are also advised by the State Engineer that they have no record of a water right in that area. We trust that the sandy material which we placed around the culvert extension will, in time, filter out the objectionable odor and hope that you will have no further trouble.

L. R. Chandler
Ass't. Division Engineer

1/11

ne



Water System Complaint
Harry A Scott
Glenada Hill Section Lane Co

STATE OF OREGON
STATE ENGINEER
WATER RESOURCES DEPARTMENT
SALEM

February 28, 1957

Mr. George Sothman
District Maintenance Superintendent
State Highway Department
Roseburg, Oregon

Dear Mr. Sothman:

With reference to your letter of February 21, we do not have any record of a water right in the name of Ed Harrington, or in any name in the SE¼ of Section 34, Township 18 South, Range 12 West, W.M.

Very truly yours,

LEWIS A. STANLEY
State Engineer

By Chris L. Wheeler
Chris L. Wheeler, Assistant

CLW:eh

NOTED
W. W. STIFFLER

FORM B 301—00M—11-55—90820

# OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Roseburg, Oregon
February 1, 1957

SUBJECT: Water Supply of Scott,
Beaver, and Barrett at
Glenada

To: Mr. F. D. Morgan
Division Engineer

On January 29th, I met with the Lane County Sanitarian for the Florence area, Mr. Thorp and Mr. Merriman of the State Health Department, at Glenada and we went over the complaints of Scott, Barrett and Beavers who claim the State during construction of the climbing lane in Glenada, disturbed their water supply to such an extent that they cannot use it because of taste.

As previously reported the water at the upper end of the culvert at Station 354 has a sulphur odor which they claim was not present before being disturbed by the Highway Department. Mr. Merriman said the sulphur odor was considerable stronger at the outlet end of the culvert than at the upper end, which would indicate the drain tile is picking up a stronger solution of sulphur.

It is claimed that a water right was obtained by Ed Harrington in about 1950 on this supply. Mr. Merriman suggested that we investigate our original field notes on the climbing lane project to see if any developments, made by Harrington or later owner, had been disrupted such as a catch basin, or other intake installations. Also to check with the State Engineer's office to determine if a water right was issued.

He stated if a water right exists, he thought we definitely were responsible regardless of the water test for purity, as they claim the taste did not exist before construction of the third lane. As you know I submitted five (5) samples of water to the State Health Department and all samples were labled unfit for human consumption.

George Sothman
District Maintenance Superintendent

GS:jt

Encl. 1. Water Reports from
4 - Photos (... Chandler,

FORM S 305—80M—11-55—00838

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Roseburg, Oregon
November 26, 1956

SUBJECT: Complaint of Damage to Water System on Glenada Hill Widening on Coast Hwy.

To: Mr. F. D. Morgan
Division Engineer

Attached is a letter which I have received from Mr. Harry A. Scott, of Florence.

While in the Florence area November 21st, I called on Mr. Scott but was unable to locate him. I called on Mr. Seavers who lives across the street from Mr. Scott and he also gets his water supply from a little creek which crosses the highway at Station 29+87. The creek was very badly choked up with brush and dead wood (brush and trees). Messrs Scott and Seavers claim that the recent construction on Glenada Hill has made water in this creek unfit due to mud, silt and sand carried down from the new grade during the rains since construction work was started.

When I inspected the creek at the source of their water supply, the sides of the creek bed had been badly silted up. On November 21st the creek was low and the water was fairly clear, however, I can see with the increase of water due to rain that water would become muddy.

Mr. Koch, Section Foreman informed me that Mr. Scott told him that the State had promised him a filter but this was never constructed.

It appears to me the State is obligated in this situation. There are three families that I know of who get their water from this creek east of the highway.

George Sothman
District Maintenance Superintendent

GS:js

Encl.

R. H. BALDOCK
STATE HIGHWAY ENGINEER
W. C. WILLIAMS
1ST ASST. STATE HWY. ENGR.
W. W. STIFFLER
2ND ASST. STATE HWY. ENGR.
C. W. ENFIELD
CHIEF COUNSEL

OREGON
STATE HIGHWAY DEPARTMENT
~~SALEM~~
Roseburg

November 26, 1956

Mr. Harry [illegible]. Scott
Box 182
Florence, Oregon

Dear Sir:

This is to acknowledge receipt of your letter of November 1, 1956, relative to your complaint pertaining to your water supply since reconstruction of Glenada Hill Section.

I was in the Florence area November 21st, but was unable to locate you. Mr. Koch and I made an inspection of condition and called on Mr. Beaver; he informed me that he too gets his water supply from the creek as well as Merrets.

Mr. Koch mentioned you said the State had agreed to install a filter. Is this correct? If so who was the man that gave you this information?

I am making a report of my findings on this inspection and will submit through channels.

Very truly yours,

George Sethman
District Maintenance Superintendent

GS:jt

cc: F. D. Morgan, Div. Engr.

Harry A Scott
Florence

Florence Ore
Nov 1st 1956

Dear Mr. Lathman
I am writing you in regard to our water supply here previous we have had clear water and plenty, but since they put in the other line on Glenada hill it has been terrible (mostly mud)
there is 3 of us get our supply from this source maybe more I don't know.
I raise rabbits and need plenty of clear water
I don't like to complain but something will have to be done about this matter.

Yours very truly
Harry A Scott
Box 182
Florence Ore

P. S. by the way Geo. my health is slowly improving but I still have to take it very easy

NOTED
W. W. STIFFLER

RECEIVED
JAN 18 1957
FOR FILING
20-1021

OREGON STATE HIGHWAY DEPARTMENT
(date)
January 16, 1957

| | | |
|---|---|---|
| (CONTRACT NO.) | (EST. NO.) | (CONTRACTOR) |
| 4780<br>4780 | 4 Final | Umpqua River Navigation Co. |

| | | | |
|---|---|---|---|
| (VOUCHER NO.) | (WARRANT NO.) | (AMOUNT) | (DATE) |
| 560 | H170648 | $ 2,040.12 | 1/16/57 |

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

F. Cole
ACCOUNTING DIVISION

---

Specified completion Date: 39 Workdays from 8-20-56

Time Extensions: None

Completion Date: Oct. 19, 1956

Date Accepted: Nov. 8, 1956

Penalties: None of record

Claims: None of record

Remarks:

---

Date: 1-18-57

To the Accounting Division:

Release of the above warrant is hereby authorized

H. B. Glaisyer
Secretary

70648 ON CARD
JF

Warrant Mailed: JAN 18 1957

RECEIVED
JAN [illegible] 1957
FOR FILING

20-1021

OREGON STATE HIGHWAY DEPARTMENT
(date)
January 16, 1957

| | | | |
|---|---|---|---|
| (CONTRACT NO.) | (EST. NO.) | (CONTRACTOR) | |
| 478 | | | |
| 4780 | 4 Final | Umpqua River Navigation Co. | |
| (VOUCHER NO.) | (WARRANT NO.) | (AMOUNT) | (DATE) |
| 560 | H170648 | $ 2,040.12 | 1/16/57 |

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

F. Cole
ACCOUNTING DIVISION

Specified completion Date: 39 Workdays from 8-20-56

Time Extensions: None

Completion Date: Oct. 19, 1956

Date Accepted: Nov. 8, 1956

Penalties: None of record

Claims: None of record

Remarks:

Date: 1-18-57

To the Accounting Division:

Release of the above warrant is hereby authorized

H B Glaisyer
H. B. Glaisyer
Secretary

noted on CARD
JF

Warrant Mailed: JAN 18 1957

A

RECEIVED
JAN 8 - 1957
FOR FILING
20-1021

4780

January 8, 1957

CERTIFIED MAIL

Federal Insurance Company
Rodgers Insurance Agency, Inc.
803 Title & Trust Bldg.
Portland 4, Oregon

Gentlemen:

State Highway Contract No. 4780 for work performed on the Glenada Hill Section of the Oregon Coast Highway in Lane County was completed by the contractor, Umpqua River Navigation Co., on October 19, 1956 and was formally accepted by the Highway Commission on November 8, 1956.

Final payment in the amount of $2,040.12 will be released to the contractor on or after January 18, 1957. The total contract amount is $60,407.64, of which amount $169.78 represents force account items.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Federal Insurance Co.
Bonding Department
320 California St.
San Francisco 4, Calif.

NOTED ON CARD

RECEIVED
NOV 23 1956
FOR FILING

[illegible]

[illegible]

November 27, 1956

Rodgers Insurance Agency, Inc.
803 Title & Trust Bldg.
Portland 4, Oregon

Gentlemen:

It is the intention of the State Highway Commission to release to Umpqua Navigation Co. a portion of the funds heretofore retained by the Commission on contract No. 4780, covering the Glenada Hill Section of the Oregon Coast Highway in Lane County.

This payment in the amount of $5,162.07 reduces the retained percentage to 3% of the total amount earned by the contractor, or the sum of $1,805.18. The present payment will be released on or after December 7, 1956.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Federal Insurance Co.
Bonding Department
320 California St.
San Francisco 4, Calif.

NOTED ON CARD

Form E-1—1954—1-56

ON STATE HIGHWAY DEPART

# Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending October 20, 1956

Section Glenada Hill

Kind of work Grading & Paving

Highway Oregon Coast

Section prefix 20-1021

Contractor Umpqua River Navigation Co.

Contract number 4700

Date of contract August 10, 1956

Date of completion 39 workdays Beg Aug 20, 1956

Date work started August 10, 1956

Estimated date of completion October 19, 1956

Project authorization $72,273.38

Exclusive of Engineering $67,133.94

Per cent of time elapsed 91 %

Estimated cost of completed project, exclusive of engineering $67,133.94

Estimated per cent overrun or underrun none %

Per cent of contract completed, based on total contract price 100 %

Engineering authorization $5,139.44

Engineering cost to date $5,000, 98 %

Date project was completed October 19, 1956

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Mr. L. R. Chandler Asst Div Engr was over project on Thursday.

Contractor is completing cleanup of project this week. This will be the last report submitted for this project.

Noted
M. N. Juve

NOTED
FORREST COOPER

NOTED
L. H. Young

NOTED
C. E. PAULSEN

**NOTED**
**D. J. BARBEE**

RECEIVED
OCT 22 1956
OFFICE OF

Signed John L. Gunter

Address Box 496 North Bend, Oregon

NOTED
V. D. WOLFE

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

State Printing 89073

| | GRADING | SURFACING | MAINTENANCE MATERIALS | OIL AND BITUMINOUS MACADAM | PAVING |
|---|---|---|---|---|---|
| Miles in project | 0.88 | 0.88 | none | 0.88 | 0.88 |
| Miles partially completed | | | | | |
| Miles completed | 0.88 | 0.88 | | 0.88 | 0.88 |
| Total estimated quantities (contract) | 18,000 | 4,700 | | 114 Ton | 1,400 Ton |
| Total quantities corrected to date | 16,000 | 3,700 | | " | 1,460 Ton |
| Estimated quantities moved or placed to date | " | " | | " | " |
| Average daily quantities | | | | | |
| Average daily quantities necessary to complete project on time | | | | | |
| Number shifts per day | | | | | 1 |
| Hours per shift | | | | | 8 |
| Average force on project for week | | | | | 2 |

| | |
|---|---|
| Men | 1 |
| Supervision | 1 |
| Men and trucks under 3 tons | |
| Men and trucks over 3 tons | |
| Men and tractors | |

Equipment used during week: Shovels .........., Power graders .........., Rollers .........., Mixers .........., Crushing or screening plants ..........

Compressors .........., Bulldozers .........., Compaction rollers .........., . . . . .........., . . . . .........., . . . . ..........

| | WEATHER | HRS. DELAY | CAUSE OF DELAY |
|---|---|---|---|
| Sunday | Fair | | |
| Monday | Cloudy | | |
| Tuesday | Cloudy | | |
| Wednesday | Rain | | |
| Thursday | Rain | | |
| Friday | Fair | | |
| Saturday | | | |

RECEIVED
SEP 5 1956
FOR FILING
20-1021
4780

September 5, 1956

Umpqua River Navigation Co.
255 North 1st Street
Reedsport, Oregon

Gentlemen:

We enclose herewith for your files a fully executed copy of contract No. 4780, which was awarded to you by the State Highway Commission on August 10, for grading and pavement widening on the Glenada Hill Section of the Oregon Coast Highway in Lane County.

We are also sending a copy of this contract to the surety on your performance bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encl.

RECEIVED
AUG 14 1956
FOR FILING

20-1021

4780

August 10, 1956

Umpqua River Navigation Co.
255 N. 1st St.
Reedsport, Oregon

Gentlemen:

The State Highway Commission on July 12, 1956 accepted your proposal for grading and pavement widening on the Glenada Hill Section of the Oregon Coast Highway in Lane County for the sum of $63,043.00 and referred it to the State Highway Engineer with authority to award the contract to you as soon as certain conditions had been fulfilled. This note is to inform you that such conditions have now been satisfied and that the State Highway Engineer today awarded you the contract in conformity with the Commission's authorisation. This project has been assigned Contract No. 4780.

Contract forms are now being prepared in this office and will be mailed to you shortly for execution.

This confirms my wire to you of this date.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

hlm
cc: R. G. Savage, SIAC
Forrest Cooper
S. H. Probert

Pacific Builder & Engineer, Inc.
2418 Third Ave.
Seattle 1, Washington

Attention Dorothy McCormack

NOTED
J. Mc C.

RECEIVED
AUG 14 1956
FOR FILING

| |
|---|
| 20-1021 |
| |
| 4780 |

August 10, 1956

Umpqua River Navigation Co.
255 N. 1st St.
Reedsport, Oregon

Gentlemen:

The State Highway Commission on July 12, 1956 accepted your proposal for grading and pavement widening on the Glenada Hill Section of the Oregon Coast Highway in Lane County for the sum of $63,043.00 and referred it to the State Highway Engineer with authority to award the contract to you as soon as certain conditions had been fulfilled. This note is to inform you that such conditions have now been satisfied and that the State Highway Engineer today awarded you the contract in conformity with the Commission's authorization. This project has been assigned Contract No. 4780.

Contract forms are now being prepared in this office and will be mailed to you shortly for execution.

This confirms my wire to you of this date.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

blm
cc: R. G. Savage, SIAC
Forrest Cooper
S. H. Probert

Pacific Builder & Engineer, Inc.
2418 Third Ave.
Seattle 1, Washington

Attention Dorothy McCormack

NOTED
J. Mc C.

RECEIVED
AUG 13 1956

| DOMESTIC SERVICE | | |
|---|---|---|
| Check the class of service desired; otherwise this message will be sent as a fast telegram | | |
| TELEGRAM | ☐ | $ |
| DAY LETTER | ☐ | S |
| NIGHT LETTER | ☐ | E |

# WESTERN UNION
## TELEGRAM

W. P. MARSHALL, PRESIDENT

1206 (4-55)

| INTERNATIONAL SERVICE | |
|---|---|
| Check the class of service desired; otherwise the message will be sent at the full rate | |
| FULL RATE | ☐ |
| LETTER TELEGRAM | ☐ |
| SHORE-SHIP | ☐ |

| NO. WDS.-CL. OF SVC. | PD. OR COLL. | CASH NO. | CHARGE TO THE ACCOUNT OF | TIME FILED |
|---|---|---|---|---|
| | | | | |

*Send the following message, subject to the terms on back hereof, which are hereby agreed to*

Salem, Oregon
3:45 p.m.
Aug. 10, 1956

Umpqua River Navigation Co.
255 N. 1st St.
Reedsport, Oregon

Contract for grading and pavement widening on the Glenada Hill Section of Oregon Coast Highway in Lane County for which you submitted low bid on July 12, 1956 awarded you today. Contract forms follow shortly.

cc: Confirmation
Accounting (5903-900)
C. W. Head
Files ✓

H. B. Glaisyer, Secretary
OREGON STATE HIGHWAY COMM.

RECEIVED
AUG 10 1956
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
AUG 13 1956
FOR FILING

20-1021

4710

OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE

NOTED
W. C. WILLIAMS

Salem, Oregon
August 9, 1956

**SUBJECT:** Glenada Climbing Lane Section
Oregon Coast Highway

**To:** Mr. W. C. Williams
Deputy State Highway Engineer
OFFICE

L

Confirming our phone conversation as of yesterday, this is to advise that all rights of way have been cleared on this section, and as far as this department is concerned, the contract may be awarded.

R. L. Porter
R. L. Porter
Right of Way Engineer

RLP:smj

RECEIVED
AUG 10 1956
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
FEB 24 1956
FOR FILING

20-1021

4780

February 23, 1956

Mr. James W. Neilson, Secretary
Florence Chamber of Commerce
P. O. Box 712
Florence, Oregon

Dear Mr. Neilson:

With reference to the climbing lane on Glenada Hill just south of the Siuslaw River Bridge, advise that the Highway Commission has approved an authorization of $30,000 to provide for this improvement. Plans are being prepared, and it is proposed to call for bids in April so that the work may be performed during seasonal weather during the spring and summer.

Very truly yours,

R. H. Baldock
State Highway Engineer

cc Mr. W. C. Williams

WCW:me er

**Florence Chamber of Commerce**
"In the Center of Oregon's Coastal Wonderland"
P. O. BOX 712
FLORENCE, OREGON

February 20, 1956

Mr. R. H. Baldock
Chief Engineer
Oregon State Highway Department
Salem, Oregon

Dear Mr. Baldock:

You will recall from your file that we had considerable correspondence last year relative to the possibility of a climbing lane on the Glenada Hill, just south of the Siuslaw River Bridge on Highway 101. At that time you stated that your current budget was not sufficient to include any work of this sort, but that consideration for work in this years budget would be given.

Our chamber is intensely interested in this climbing lane because it is proving more of a traffic bottleneck all the time. Auto traffic is often lined up in a string behind a slow-moving truck and many times cars are tempted to pass when actually there is no safe place to pass on the hill due to the limited straight line visibility. As a consequence of our interest, we would welcome your views on the possibility of including such a lane in the work program this summer.

We note that just north of where the Glenada Road (Viola Avenue) leaves the highway, the pavement has settled in several places, or appears to have settled, and that a state barrier and warning signs were near there several weeks ago. Since this stretch apparently will need work this summer, it seems like a good time to consider the entire project, in line with the overall program for improvement of the Coast Highway.

Your comments on this matter, and your consideration, would be greatly appreciated.

Very truly yours,

James W.

James W. Neilson
Secretary

RECEIVED
[illegible] 1956
OFFICE OF
STA[illegible] ENGINEER

RECEIVED
DEC 30 1955
FOR FILING
30-1021

4780

12-16-55

NOTED
State Highway Engineer

~~Location~~ Prospectus, Glenada Climbing Lane, Oregon Coast Highway

Addendum "A", December 16, 1955

Items 1 through 4:
Correct as per the original prospectus

Item 5:
Present ADT 3,500 Vehicles
1975 ADT 7,000 Vehicles

Item 6 through 13:
Correct as per original prospectus

cc - Mr. R. H. Baldock✓
Mr. W. C. Williams
Mr. Forrest Cooper
Mr. Tom Edwards
Mr. F. B. Crandall
Mr. J. W. Cattrall
Mr. C. H. Armstrong
Mr. R. L. Porter
Mr. Ray Webber
Mr. P. M. Stephenson
Mr. P. F. Burnett

12/16/55
dt

Location Prospectus for Glenada Climbing Lane, Oregon Coast Highway

1. & 2. Proposed location work on the project known as the Glenada Climbing Lane Section of the Oregon Coast Highway. This project extends from the south end of the Siuslaw Bridge through Glenada to the top of the hill immediately south of Glenada.

3. The project will be approximately 0.75 miles in length. No change in alignment or grade is contemplated at this time. Present route has a maximum grade of 6% and a maximum of 6° curvature.

4. No prior survey of this project has been made.

5. Present ADT: 2,500
   20-Year Projection: 5,000

6. Present highway has unrestricted access. Authority for the survey to prepare plans and estimate has been approved.

8. Plans call for the widening of the present 19-foot roadway to a two-lane (2-11 foot) roadbed with an 11-foot climbing lane throughout the length of the project. The required soils investigations have not been completed and the base design recommendation of 15½-inches is preliminary only.

9. There are no railroad or highway crossings or interchanges on this section.

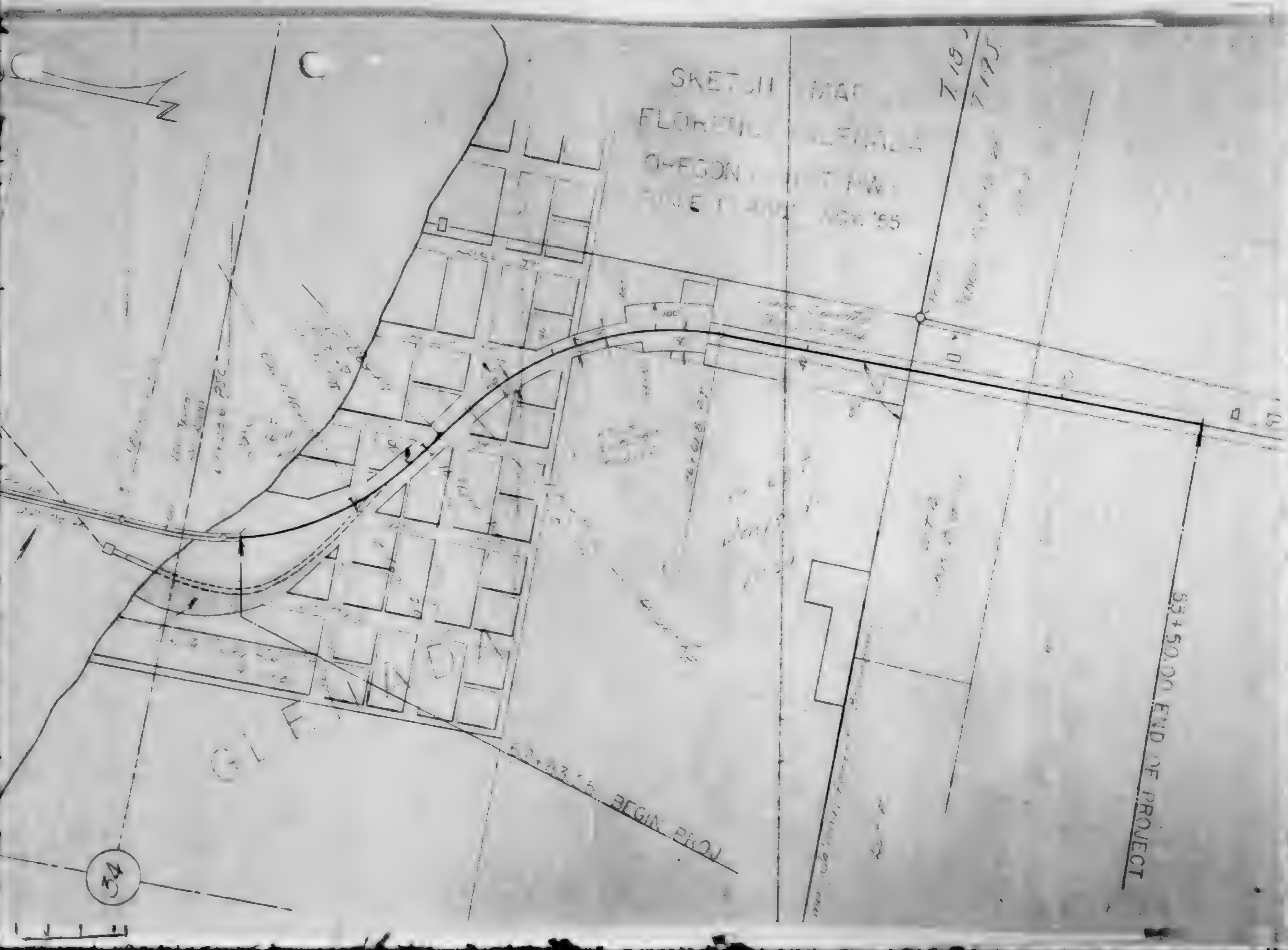
10. Material for base rock and paving aggregate should come from commercial sources in the Florence area or from the Umpqua River at Reedsport.

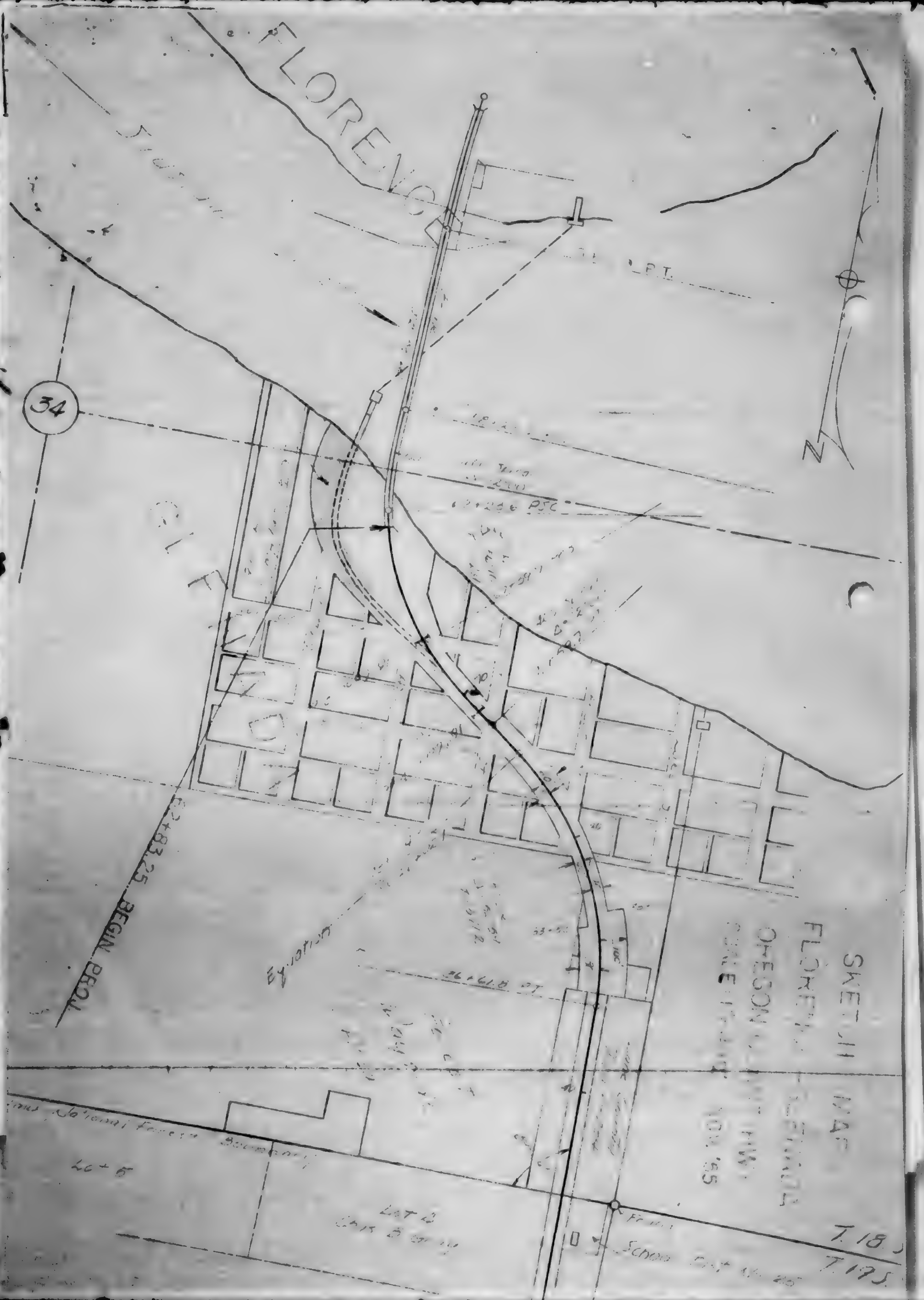
13. This project does not cross or lie adjacent to any developed State Park, although the area lying just westerly of this project is a State-owned Forest Wayside Area.

--- --- --- ---

Attached hereto is a small scale sketch map showing the location of this section.

- - - - - -


SKETCH MAP
FLORENCE
OREGON
NOV. '55
N
T.18 S
T.17 S
BEGIN PROJ.
55+50.00 END OF PROJECT
34


FLORENCE
34
62+83.25 BEGIN PROJ.
Equation
36+61.8 PT.
PSC
P.T.
Siuslaw National Forest Boundary
Lot 5
Lot 2
School
T. 18 S.
T. 17 S.
SKETCH MAP
FLORENCE
OREGON COAST HWY.
SCALE
NOV. '55

S 30-1021

4780

RECEIVED
DEC 7 - 1955
FOR FILING

NOTED
W. C. WILLIAMS

Location Prospectus for Glenada Climbing Lane, Oregon Coast Highway

1. & 2. Proposed location work on the project known as the Glenada Climbing Lane Section of the Oregon Coast Highway. This project extends from the south end of the Siuslaw Bridge through Glenada to the top of the hill immediately south of Glenada.

3. The project will be approximately 0.75 miles in length. No change in alignment or grade is contemplated at this time. Present route has a maximum grade of 6% and a maximum of 6° curvature.

4. No prior survey of this project has been made.

5. Present ADT: 2,500
20-Year Projection: 5,000

6. Present highway has unrestricted access. Authority for the survey to prepare plans and estimate has been approved.

8. Plans call for the widening of the present 19-foot roadway to a two-lane (2-11 foot) roadbed with an 11-foot climbing lane throughout the length of the project. The required soils investigations have not been completed and the base design recommendation of 15½-inches is preliminary only.

9. There are no railroad or highway crossings or interchanges on this section.

10. Material for base rock and paving aggregate should come from commercial sources in the Florence area or from the Umpqua River at Reedsport.

13. This project does not cross or lie adjacent to any developed State Park, although the area lying just westerly of this project is a State-owned Forest Wayside Area.

--- --- --- ---

Attached hereto is a small scale sketch map showing the location of this section.

- - - - - -

RECEIVED
OCT 7 1955
FOR FILING

20-1621

[illegible]

October 6, 1955

Mr. A. E. Neilson, President
Florence Chamber of Commerce
P. O. Box 712
Florence, Oregon

Dear Sir:

In my letter to you under date of August 17, in which the first paragraph had reference to an additional lane for slow-moving traffic on Glenada Hill, I stated in the second paragraph that I would have our Traffic Engineer look into the matter of warning lights on the Siuslaw River Bridge.

The Traffic Engineer has completed his investigation. While he brought out several facts in his report, the principal finding is quoted as follows:

"The distance from the point of first perception of the clearance lights to the tangent point at the end of the bridge is almost one-half mile. A green traffic signal on the draw span would not be visible through this distance. By the time the green signal would be visible, it should be apparent to almost anyone that the red light is a clearance light, not a traffic signal. Thus it would seem that the request for the signal should be denied."

A check of the accident record at the Siuslaw River Bridge reveals there have been no reported accidents involving the raising of the draw span during the past five years, and it is not believed that there is warrant for the traffic signals.

Based upon the above, I cannot recommend the installation of a green light on the roadway.

Very truly yours,

R. H. Baldock
State Highway Engineer

WCW:me lg

cc Mr. W. C. Williams
Mr. F. B. Crandall

FORM E30—50M—10-54—79485

## OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

NOTED
W. C. WILLIAMS

Salem, Oregon
September 15, 1955

SUBJECT: Request for Traffic Signals
Siuslaw River Bridge - Florence
US101 - Hwy. No. 9 - M.P. 204.24
Assignment WCW 6017

To: Mr. W.C. Williams
Deputy State Highway Engineer
Office

I am returning your file on the above subject and numbered assignment, and attaching a 1" - 400 map of the area. Mr. Val P. Johnson of this office contacted Mr. A. E. Neilson, President of the Florence Chamber of Commerce, and discussed this matter with him. He was unable to contact Mr. E. A. Davidson, Mayor. The following is quoted from his report to me, and I concur in his recommendation.

"Traffic approaching Florence on US101 from the south traverses a downgrade, goes through a 5 degree curve right, a 1,000 foot tangent and a 12 degree curve left onto the bridge. The bridge first becomes visible across the curve from a point near the midpoint of the 5 degree curve right. At this point, the highway is much higher than the bridge. It is possible to see the bridge and to see the red clearance lights on top thereof. It is the feeling of the people in Florence that strangers traveling this highway at nights mistake the clearance lights for a red traffic signal. They further feel that if a green signal was installed at the southerly end of the draw span, much of this confusion would be eliminated.

"The distance from the point of first perception of the clearance lights to the tangent point at the end of the bridge is almost 1/2 mile. The green traffic signal on the draw span would not be visible through this distance. By the time the green signal would be visible, it should be apparent to almost anyone that the red light is a clearance light, not a traffic signal. Thus it would seem that the request for the signal should be denied.

"As is mentioned by Mayor Davidson, there is a traffic signal on the Umpqua River Bridge at Reedsport. This was installed about six years ago. It is directed to southbound traffic and was installed because of the high approach speeds and the difficulty in stopping vehicles when the draw span was raised. One check of the accident record at the Siuslaw River Bridge reveals that there have been no reported accidents involving the raising of the draw span during the past five years.

"In summary, it is believed that the request for traffic signals based upon driver confusion with the clearance lights is reaching quite far and it is recommended that the request be denied."

F. B. Crandall
Traffic Engineer

JAH:ng
Attachments

RECEIVED
SEP 15 1955
FOR FILING

20-1021

4770

September 14, 1955

Hon. E. A. Davidson, Mayor
City of Florence
Florence, Oregon

NOTED
W. C. WILLIAMS

Dear Sir:

It would be impossible to add the climbing lane to the Glenada Hill south of Florence, even though the money were available, because the season of the year would not permit its being paved.

Investigation will be made of the need for widening US101 through the section of Florence you indicated.

Very truly yours,

R. H. Baldock
State Highway Engineer

RHB:hi

REFERRED TO
Mr. Williams
By State Highway Engineer

RECEIVED
SEP 11 1955
FOR FILING

FORM E-30X 37½ 3 54 73730
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[illegible]

NOTED
W. C. WILLIAMS

# OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
September 2nd, 1955

SUBJECT:

To: Mr. W. W. Stiffler
Ass't. State Highway Engineer

The following is a list of climbing lane projects ($50,000 in each division) for consideration in the 1956 budget:

Division 1: (1) Columbia River Highway, Eagle Creek-Cascade Locks Section, M.P. 39.9 - 41.2, $10,000; (2) Sunset Highway, M.P. 41 - 45, selected section westerly from M.P. 45, $40,000.

Division 2: Climbing lane for westbound traffic on the Sunset Highway, Humbug Creek Summit, between M.P. 13.82 and 15.32. A $50,000 project will not cover this entire distance; however, it is Walker's recommendation, in which I concur, that we start at the summit (M.P. 13.820 and grade easterly as far as $50,000 will go, the idea being that surfacing and paving would be done at a later date. Due to steep side slopes, it would be difficult to construct a stable roadway and pave it in a single season; therefore, it is believed that the grading should be done in one season and the surfacing and paving after a year's settlement.

Division 3: (1) Reese Creek Unit of Crater Lake Highway, M.P. 15.86, $14,000; (2) Glenada Hill, US #101, M.P. 204, $30,000.

Division 4: (1) Shogren Overcrossing-Rowena Section of the Columbia River Highway, M.P. 68.96 - 70.35, South Side, $15,000; The Dalles-California Highway, West Side, M.P. 105.8 - 107.5, $20,000; (3) The Dalles-California Highway, East Side, M.P. 107.3 - 108.3, $15,000.

Division 5: Umatilla River Bridge-Hermiston Junction, selected sections of climbing lanes, $50,000.

RECEIVED

Forrest Cooper
Ass't. Construction Engineer

FC:AR

cc to: W. C. Williams

REFERRED TO

Cooper

BY DEPUTY STATE HIGHWAY ENGINEER

OK for submission in
'56 Budget Except div 4.
Recommend only the climbing lane
immediately East of Shogren O'xing
Balance not worthy of truck lanes
but should be 4 laned as soon
as money can be found. How much
does climbing lane East of Shogren cost? I thought
we could merely pave the shoulder

With reference to a climbing lane south of the Siuslaw River Bridge on US101, in your letter of August 30 you ask that the work, if possible, be done now. However, there is no prospect of performing this project this year, as the paving season is now practically over and by the time the necessary grade widening and rock base could be completed it would not be possible to complete the paving.

This is not exactly a minor project, since the estimated cost is $30,000. As I advised you in my letter of August 17, this matter is being brought to the attention of the Highway Commission for its consideration when the 1956 budget is made up.

Very truly yours,

R. H. Baldock
State Highway Engineer

cc Mr. W. C. Williams

WCW:me lg

RECEIVED
SEP 2 - 1955
FOR FILING

30-1051

4553

September 1, 1955

Mr. A. E. Neilson, President
Florence Chamber of Commerce
Post Office Box 712
Florence, Oregon

Dear Sir:

With reference to a climbing lane south of the Siuslaw River Bridge on US101, in your letter of August 30 you ask that the work, if possible, be done now. However, there is no prospect of performing this project this year, as the paving season is now practically over and by the time the necessary grade widening and rock base could be completed it would not be possible to complete the paving.

This is not exactly a minor project, since the estimated cost is $30,000. As I advised you in my letter of August 17, this matter is being brought to the attention of the Highway Commission for its consideration when the 1956 budget is made up.

Very truly yours,

R. H. Baldock
State Highway Engineer

cc Mr. W. C. Williams

WCW:me lg

PLEASE RETURN TO
W. C. WILLIAMS

FORM 830—30M—2-55—62906

# OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
August 30th, 1955

SUBJECT:

To: Mr. W. C. Williams
Deputy State Highway Engineer

NOTED
W. C. WILLIAMS

I give you the following report and recommendations re climbing lane projects:

Division 1: (1) Columbia River Highway, Eagle Creek-Cascade Locks Section, M.P. 39.9 - 41.2, $10,000; (2) Sunset Highway, M.P. 41 - 45, selected section westerly from M.P. 45, $40,000.

Division 2: Climbing lane for westbound traffic on the Sunset Highway, Humbug Creek Summit, between M.P. 13.82 and 15.32. A $50,000 project will not cover this entire distance; however, it is Walker's recommendation, in which I concur, that we start at the summit (M.P. 13.82) and grade easterly as far as $50,000 will go, the idea being that surfacing and paving would be done at a later date. Due to steep side slopes, it would be difficult to construct a stable roadway and pave it in a single season; therefore, it is believed that the grading should be done in one season and the surfacing and paving after a year's settlement.

Division 3: (1) Reese Creek Unit of Crater Lake Highway, M.P. 15.86, $14,000; (2) Glenada Hill, US #101, M.P. 204, $30,000.

Division 4: Shogren Overcrossing-Rowena Section of the Columbia River Highway, M.P. 69.5 - 79.5, ~~$50,000~~. 15 000

Division 5: Umatilla River Bridge-Hermiston Junction, selected sections of climbing lanes, $50,000.

Forrest Cooper
Forrest Cooper
Ass't. Construction Engineer

FC:AR

RECEIVED

FORM 230—50M—2-55—82986

**OREGON STATE HIGHWAY DEPARTMENT**
INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
August 30th, 1955

SUBJECT:

To: Mr. W. C. Williams
Deputy State Highway Commission

NOTED
W. C. WILLIAMS

PLEASE RETURN TO
W. C. WILLIAMS

In reply to your Assignment #6016 in which you request cost of constructing a creeper lane on Glenada Hill south of the Siuslaw River on US #101, I wish to advise as follows:

The project is 4,000 feet in length. An O-11 oil mat can be constructed for $25,000; asphaltic concrete pavement can be laid for $30,000; or the entire section could be 4-laned for $105,000.

It is my recommendation that a climbing lane only be constructed using asphaltic concrete pavement at a cost of $30,000.

Forrest Cooper
Ass't. Construction Engineer

FC:AR

RECEIVED
[illegible] 1955
OFFICE OF
CONSTRUCTION ENGINEER

RECEIVED
AUG 30 1955
OFFICE OF
STATE HIGHWAY ENGINEER

**Florence Chamber of Commerce**
"In the Center of Oregon's Coastal Wonderland"
P. O. BOX 712
FLORENCE, OREGON

August 30, 1955

[illegible]

Mr. R. H. Baldock
State Highway Engineer
Oregon State Highway Department
Salem, Oregon

Dear Mr. Baldock:

Thank you for your letter of August 17, 1955, replying to our inquiry concerning the possibility of a passing lane for uphill traffic on the Glenada Hill, just south of the Siuslaw River Bridge on Highway 101.

You mention that the commission tries to install a few of these lanes each year, and after discussing your letter at our regular meeting August 23, our membership wonders if it wouldn't be possible to construct such a lane out of current funds. The project is not large, and would not seem to be too expensive to construct. These facts, together with the acute need for expediting traffic, would apparently warrant present action, if at all possible.

Your referral of the warning light problem on the Siuslaw River Bridge to the traffic engineer was greatly appreciated.

Any further comment you may make on the passing lane would be welcomed.

Very truly yours,

A E Neilson

A. E. Neilson
President

AEN/en

RECEIVED
[illegible]
OFFICE OF
STATE HIGHWAY ENGINEER

ON SCENIC HIGHWAY 101

RECEIVED
AUG 18 1955
FOR FILING

30-1021

4750

August 17, 1955

Mr. A. E. Neilson, President
Florence Chamber of Commerce
P. O. Box 712
Florence, Oregon

Dear Mr. Neilson:

I have read with great interest your communication of August 13 in which you discuss the advisability of placing a lane for slow-moving traffic on the Glenada hill south of the Siuslaw River bridge on US101. The Commission tries each year to put in a certain number of these climbing lanes and, while I can make no promises, I will call this matter to the attention of the Commission when the budget is made up next fall.

I will also ask our Traffic Engineer to look into the matter of the warning lights on the Siuslaw River bridge.

Very truly yours,

R. H. Baldock
State Highway Engineer

RHB:hi
cc Mr. W. C. Williams

Mr. Williams:
Please place the climbing lanes in next year's budget, and ask Crandall to make a report on the clearance lights.

CITY OF FLORENCE
*Oregon's Recreational Center*
WESTERN LANE COUNTY
FLORENCE, OREGON

August 17, 1955

W. C. WILLIAMS

State Highway Commission
R. H. Baldock, Engineer
State Highway Building
Salem, Oregon

Gentlemen:

The Mayor and the Common Council of the City of Florence wish to respectfully request that your attention be directed to a condition in connection with the Siuslaw River bridge which is causing an increasing number of complaints, especially by strangers to this area.

This condition is the confusion of some drivers caused by the red light atop the bridge, and the absence of a green light near the roadway to indicate that it is safe to go through. The natives, of course, are used to it, but the strangers who come through Florence become confused and complain of the lack of a green light down low.

We wonder if the Highway Commission might study this condition in the light of it's experience with other bridges. We note that the bridge across the Umpqua is equipped with a green light at a low level.

The Mayor and the Common Council of the City of Florence wish to go on record as being in favor of the installation of such a green light on the Siuslaw River bridge in the very near future.

For the Mayor and the Common
Council,

Yours very truly,

E. A. Davidson

E. A. Davidson,
Mayor

EAD/nbp

RECEIVED
AUG 18 1955
OFFICE OF
STATE HIGHWAY ENGINEER

CITY OF FLORENCE
*Oregon's Recreational Center*
WESTERN LANE COUNTY
FLORENCE, OREGON

W. C. WILLIAMS

August 17, 1955

State Highway Commission
R. H. Baldock, Engineer
State Highway Building
Salem, Oregon

Gentlemen:

The Mayor and the Common Council of the City of Florence wish to call your attention to a serious hazard to through traffic just south of the City of Florence, for your consideration in current planning of improvements on Highway 101.

This hazard is what is known as "Glenada Hill", extending South from the bridge across the Siuslaw River approximately one-half mile to the top of the hill near the Lutheran Church. In this distance are located two curves, one of which, through a cut, is very narrow and blind. The grade is definite enough that heavily-loaded trucks are forced into the lower gears, causing the inevitable string of cars playing hide-and-seek in an effort to pass.

We strongly urge that you give this hazard serious consideration in your immediate plans. From available maps it would appear that sufficient right-of-way is available to provide for a climbing lane, which would eliminate the danger that now exists.

The Mayor and the Common Council wish to commend the Highway Commission for the fine job that has been done on the highway between Florence and Gardiner, as well as the many other projects completed or underway throughout the State. These make for safer and more enjoyable driving, both for local people and out-of-state visitors.

For the Mayor and the Common Council,

Respectfully yours,

E. A. Davidson

E. A. Davidson,
Mayor

EAD/nbp

RECEIVED
AUG 18 1955
OFFICE OF
STATE HIGHWAY ENGINEER

Florence Chamber of Commerce
"In the Center of Oregon's Coastal Wonderland"
P. O. BOX 712
FLORENCE, OREGON

August 13, 1955

Att'n: R. H. Baldock
Chief Engineer
Oregon State Highway Commission
Salem, Oregon

Dear Mr. Baldock:

We would like to point out two hazardous situations with regard to the portion of Highway 101 just south of the Siuslaw River bridge, a section of approximately one-half mile known as the Glenada Hill.

You will note in your records that this hill, going south, is fairly steep in grade, and that curves break in such a manner as to make it impossible to pass an uphill-moving vehicle in safety. Since the highway in this area is used heavily by logging, lumber, and other truck traffic, many times a string of traffic will pile up behind a slow-moving truck on the grade. The resultant delay to passenger autos often encourages tourists and others not familiar with the road to pass with insufficient clearance to avoid being held up.

In order to eliminate this hazard, and expedite the flow of traffic on Highway 101, we would like to request consideration by the Highway Commission of putting another passing lane at this stretch for southbound, uphill traffic, so that faster vehicles can get around slow-moving trucks with safety and without delay.

It has also been brought to our attention that persons not familiar with the area, when coming toward Florence, and down the hill, look down on the Siuslaw River Bridge, and since the arches are relatively low, compared to many of the coast bridges, the red clearance, or warning lights, appear to the driver to be warning lights for vehicle traffic. Perhaps it would be possible to install green lights, or other indications, that the highway is open, and that they may proceed without delay.

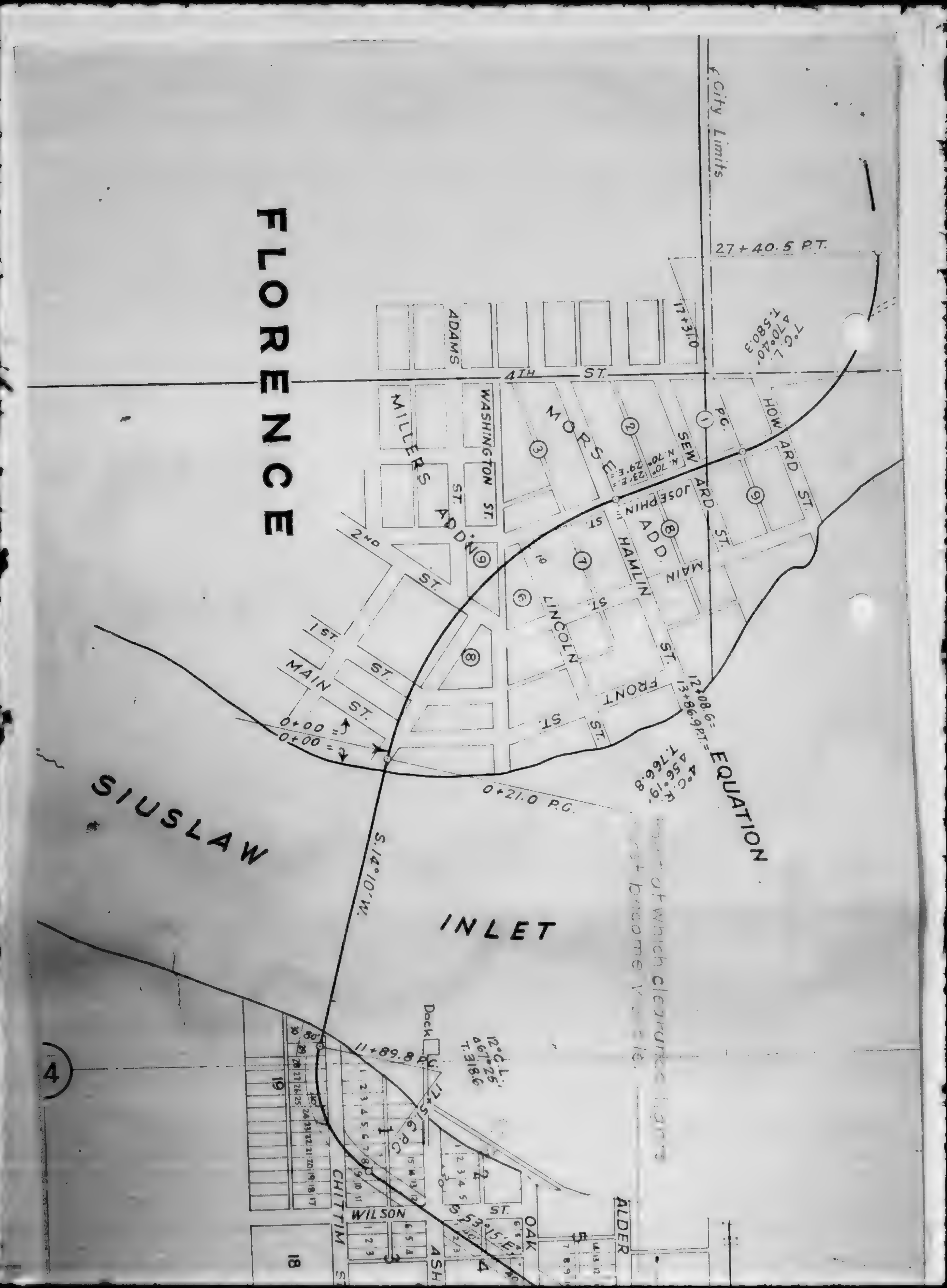
According to maps available locally, there is 80 feet right-of-way available for a third passing lane on the hill, and the cost of such a development would not seem to be costly in comparison to the value it would impart, and undoubtedly some simple solution could be found to the second problem. Consequently, we would very much appreciate hearing from you on the alleviation of these two situations.

Very truly yours,

A. E. Neilson
President

RECEIVED
AUG 15 1955
OFFICE OF
STATE HIGHWAY ENGINEER

ON SCENIC HIGHWAY 101


FLORENCE
SIUSLAW
INLET
℄ City Limits
27+40.5 P.T.
17+31.0
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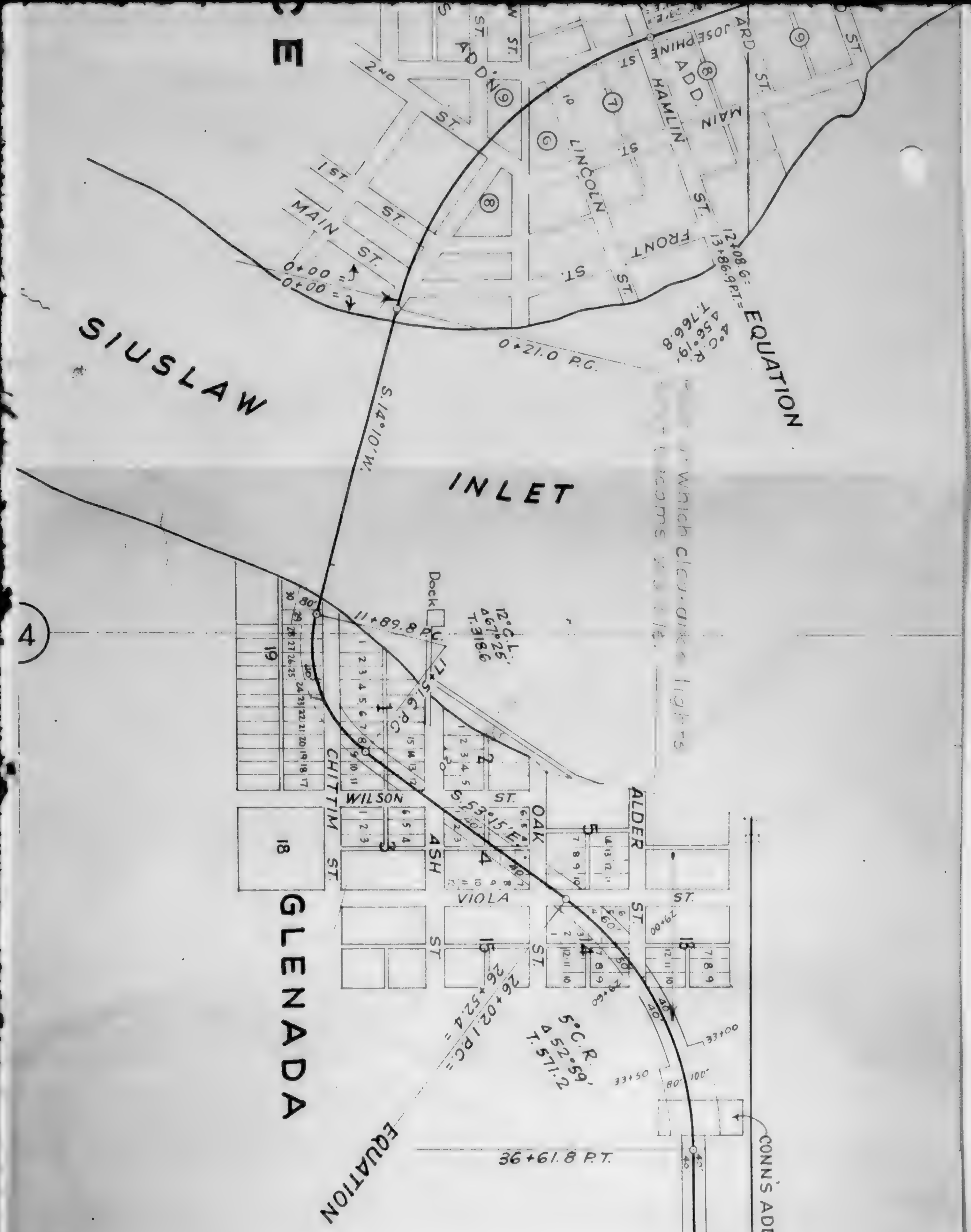
ADAMS
4TH ST.
WASHINGTON ST.
MILLERS ADD'N
MORSE ADD.
N.70°23'E.
N.70°29'E.
SEWARD ST.
HOWARD ST.
JOSEPHINE ST.
HAMLIN ST.
MAIN ST.
LINCOLN ST.
FRONT ST.
2ND ST.
1ST ST.
MAIN ST.
P.C.
12+08.6=
13+86.9 P.T.=
EQUATION
4°C.R.
Δ56°19'
T.766.8
0+00=
0+00=
0+21.0 P.C.
S.14°10'W.
Dock
11+89.8 P.C.
12°C.L.
Δ67°25'
T.318.6
P.C.
P.C.
S.53°15'E.
CHITTIM ST.
WILSON ST.
OAK
ALDER
ASH
19
18
4
1
2
3
4
5
80'
at which clearance lights
to become visible


E
SIUSLAW
INLET
GLENADA
2ND ST.
1 ST.
MAIN ST.
ADD'N
JOSEPHINE ST.
HAMLIN ST.
LINCOLN ST.
MAIN ST.
FRONT ST.
ADD.
0+00 =
0+00 =
0+21.0 P.C.
12+08.6 = 13+86.9 P.T. = EQUATION
4°C.R. Δ56°19' T.766.8
S.14°10'W.
Dock
11+89.8 P.C.
12°C.L. Δ67°25' T.318.6
17+51
16+P.C.
CHITTIM ST.
WILSON ST.
S.53°15'E.
ASH ST.
OAK
ALDER ST.
VIOLA ST.
18
19
1
2
3
4
5
13
14
15
29+00
33+00
33+50
26+52.4 = 26+02.1 P.C. EQUATION
5°C.R. Δ52°59' T.571.2
36+61.8 P.T.
CONN'S ADD'N
4
T.18S.

F-155(5) North Unit, Pendleton-Pilot 1956
Rock Sec., of the Pendleton-
#1283 John Day Hwy., S. from Pendleton.

RECEIVED
JUL 21 1958
FOR FILING

W. C Williams

NOTED
W. C. WILLIAMS

## FINAL COST ANALYSIS

N. Unit, Pendleton-Pilot Rock Section
Contract No. 4781

Grading and Paving
Rogers Construction, Inc.
John H. Walker, Resident Engineer

Pendleton-John Day Highway
Prefix No. 1-1030

4781)

| Item | Quantity | Unit | Unit Bid | Unit Cost | Total Cost | Gross Revenue |
|---|---|---|---|---|---|---|
| 1. Clearing and Grubbing | 100% | All | $ 2,500 | $2,429.34 | $ 2,429.34 | $ 2,500.00 |
| 2. Drainage Exc., Unclass. | 1,075.73 | Cu. Yds. | 2.00 | 1.80 | 1,942.57 | 2,151.46 |
| 3. General Exc., Unclass. | 227,513.4 | Cu. Yds. | .38 | .35 | 80,164.22 | 86,455.09 |
| 4. Short Overhaul | 762.922 | Yd. Stas. | .01 | .008 | 6,750.56 | 7,629.22 |
| 5. Long Overhaul | 26,705.6 | C-yd. Stas. | .30 | .262 | 7,006.48 | 8,011.68 |
| 6. Finish R/B & Slopes | 5.18 | Miles | 500.00 | 369.87 | 1,915.97 | 2,590.00 |
| 7. Rounding Cutbanks | 12,823.7 | Lin. Ft. | .10 | .084 | 1,079.26 | 1,282.37 |
| 8. 12" Concrete Pipe | 1,016 | Lin. Ft. | 2.00 | 1.91 | 1,940.13 | 2,032.00 |
| 9. 18" Concrete Pipe | 1,740 | Lin. Ft. | 3.35 | 3.26 | 5,679.95 | 5,829.00 |
| 11. 36" Concrete Pipe | 249 | Lin. Ft. | 9.00 | 8.77 | 2,184.13 | 2,241.00 |
| 12.*- Metal Sight Posts | 248 | Each | 2.50 | 2.62 | 650.19 | 620.00 |
| 13. Metal Guard Rail | 474 | Lin. Ft. | 3.00 | 2.74 | 1,300.56 | 1,422.00 |
| 14. Coarse Crushed Mat'l in Base | 59,197 | Cu. Yds. | 1.35 | 1.31 | 77,836.33 | 79,915.95 |
| 15. 3/4"-0 Mat'l in Base | 12,649 | Cu. Yds. | 1.35 | 1.39 | 17,671.24 | 17,076.15 |
| 16. Sprinkling | 2,429.6 | M-gal. | 2.00 | 1.94 | 4,721.70 | 4,859.20 |
| 17. * Preparation of Base | 5.18 | Miles | 100.00 | 104.53 | 541.49 | 518.00 |
| 18.*- 3/4"-0 Mat'l in Binder Course | 930 | Cu. Yds. | 3.00 | 2.85 | 2,650.92 | 2,790.00 |
| 19.*- MC-2 Asph. in Binder | 143 | Tons | 42.00 | 36.85 | 5,270.54 | 6,006.00 |
| 20.*- Asph. Conc. Mix in Patching | 2,072.965 | Tons | 3.50 | 3.18 | 6,596.37 | 7,255.38 |
| 21.*- Asph. Conc. Mixture | 24,515.845 | Tons | 3.50 | 3.18 | 78,010.64 | 85,805.46 |
| 22. 85-100 Asph. in Mix. | 1,438.14 | Tons | 34.00 | 31.69 | 45,588.69 | 48,896.76 |
| 23.*- RS-1 Asphalt | 2.24 | Tons | 45.00 | 63.47 | 142.18 | 100.80 |
| 24. Extra for Asph. Concrete Approaches | 41 | Each | 30.00 | 27.34 | 1,121.24 | 1,230.00 |
| PA#1 78" CMP, Coated | 180 | Lin. Ft. | 50.00 | 48.39 | 8,711.18 | 9,000.00 |

Contract 4781

| Item | Quantity | Unit | Unit Bid | Unit Cost | Total Cost | Gross Revenue |
|---|---|---|---|---|---|---|
| PA#2 Removal of Conc. Curbs | 368.9 | Lin. Ft. | $ 1.00 | $ .85 | $ 313.10 | $ 368.90 |
| PA#2 General Exc. Unclass. | 93.5 | Cu. Yds. | 1.50 | 1.26 | 118.02 | 140.25 |
| PA#2 Install Type "C" Curbs | 11.94 | Cu. Yds. | 50.00 | 47.00 | 561.23 | 597.00 |
| PA#3 General Excavation | 6,910.2 | Cu. Yds. | .50 | .47 | 3,252.24 | 3,455.10 |
| PA#4 24" Concrete Pipe | 183 | Lin. Ft. | 4.44 | 4.38 | 803.12 | 812.52 |
| PA #5 12" CMP, 16 Gage, Uncoated | 90 | Lin. Ft. | 2.50 | 3.06 | 275.46 | 225.00 |
| PA#6 Purchase Excess Guard Rail | 265.5 | Lin. Ft. | 1.00 | 1.12 | 298.08 | 265.50 |
| Force Account | | | | | 221.20 | 251.35 |
| *Force Account (State Participation in Flagging) | | | | | 2,667.69 | 2,667.69 |
| | | | | | $370,416.02 | $395,000.93 |

| | Gross Revenue | Total Cost | Net Profit | % Profit |
|---|---|---|---|---|
| - Rogers Construction Company, Inc. | $322.832.46 | $304,904.80 | $17,927.66 | 5.55 % |
| * Russell Olson Construction Company | 72,168.37 | 65,745.94 | 6,422.43 | 8.89 % |
| TOTAL | $395,000.93 | $370,650.74 | $24,350.09 | 6.16 % |

## DETAIL OF COSTS

Rogers Construction Company, Inc.

LABOR:

| | | |
|---|---|---|
| Labor and Supervision | $ 74,124.16 | |
| Labor Insurance | 5,125.14 | |
| Helath and Welfare | 2,401.14 | $ 81,650.44 |

EQUIPMENT RENTALS & MISC. SUPPLIES:

| | | |
|---|---|---|
| Equipment Rental, Owned | $128,782.09 | |
| Equipment Rental, Hired | 1,604.10 | |
| Gas, Oil, and Grease | 14,052.49 | |
| Freight (on 1,583.38 Tons Asphalt At $5.48) | 8,676.72 | |
| Drill and Shoot | 287.68 | |
| Small Tools and Misc. Supplies | 1,137.62 | |
| Move In and Set Up | 6,568.60 | |
| Bond | 4,603.34 | |
| Home Office and General Overhead | 3,459.08 | $169,171.72 |

MATERIALS:

| | | | | | | |
|---|---|---|---|---|---|---|
| 12" Concrete Pipe | 1,016 | L.F. | At | $ 1.17 | $ 1,188.72 | |
| 18" Concrete Pipe | 1,748 | L.F. | " | 2.35 | 4,107.80 | |
| 36" Concrete Pipe | 249 | L.F. | " | 6.25 | 1,556.25 | |
| Metal Sight Posts | 248 | Each | " | 1.23 | 305.04 | |
| Metal Guardrail | 739 | L.F. | " | 1.09 | 806.06 | |
| 78" Corr. Metal Pipe | 180 | L.F. | " | 32.87 | 5,916.60 | |
| Class "A" Concrete | 11.94 | C.Y. | " | 25.20 | 300.89 | |
| 24" Concrete Pipe | 183 | L.F. | " | 3.44 | 626.08 | |
| 12" Corr. Metal Pipe | 90 | L.F. | " | 2.78 | 250.20 | |
| MC-2 Asphalt | 143 | Tons | " | 26.61 | 3,806.38 | |
| 85-100 Asphalt | 1,438.14 | Tons | " | 24.41 | 35,101.13 | |
| RS-1 Asphalt | 2.24 | Tons | " | 52.40 | 117.49 | $ 54,082.64 |

TOTAL COST $304,904.80

## CRUSHING BREAKDOWN

## Rogers Construction Company

| | Quantity | Unit | Cost | Unit Cost |
|---|---|---|---|---|
| Move In and Set Up | 94,047 | Cu. Yds. | $ 2,834.37 | $0.030 |
| Stockpile and Feed | 94,047 | Cu. Yds. | 12,766.59 | 0.135 |
| Crushing | 94,047 | Cu. Yds. | 75,472.24 | 0.802 |
| TOTAL COST OF CRUSHING | 94,047 | Cu. Yds. | $91,073.20 | $0.967 |
| | | | | |
| Hauling | 71,846 | Cu. Yds. | $17,367.22 | $0.241 |
| Placing | 71,846 | Cu. Yds. | 8,566.15 | 0.119 |
| TOTAL HAUL and PLACE | 71,846 | Cu. Yds. | $25,933.37 | $0.360 |
| | | | | |
| Stockpiling Aggregates | 22,201 | Cu. Yds. | $ 3,816.55 | $0.172 |

The crushing plant operated 796 hours for an average of 118.1 cubic yards per working hour.

# DETAIL OF COST

Russell Olson Construction Company
Paving Contractor

| | | |
|---|---|---|
| LABOR: | | |
| Labor and Supervision | $ 24,288.16 | |
| Labor Insurance, Health & Welfare | 1,477.12 | $ 25,765.28 |
| EQUIPMENT RENTAL AND MISC. SUPPLIES: | | |
| Equipment Rental, Owned | $ 17,417.30 | |
| Equipment Rental, Hired | 6,333.66 | |
| Gas, Oil and Grease | 2,778.04 | |
| Fuel Oil (A. C. Heat) | 3,696.81 | |
| Small Tools and Misc. Supplies | 1,757.78 | |
| Bond | 729.97 | |
| Home Office and General Overhead | 7,032.38 | $ 39,745.94 |
| TOTAL COST | | $ 65,511.22 |

Remarks:

This was a "Federal Aid Primary Project" consisting of the construction of 5.18 miles of highway roadbed, involving 227,513 cubic yards of excavation; the construction of 5.18 miles of stone base and shoulders, involving 71,846 cubic yards of crushed materials; and the construction of 5.18 miles of asphaltic concrete pavement, involving 26,588.8 tons of asphaltic concrete.

This project was bid June 4th, awarded August 17th, 1956 and completed October 23rd, 1957.

Work on this project was started by the contractor on the 14th of November 1956 with the use of a #12 Caterpillar grader. The blade was used for drainage excavation and clearing. Three laborers were employed to place culvert pipe. A D-8 dozer was moved onto the project to assist in drainage excavation and covering pipes. This was the major work done until January 11th, when the contractor started moving in more equipment.

Three TDT 23 scrapers, one D-8 dozer and 22-B dragline were put to work on the project on Monday, January 21st, 1957. A 3-inch snowfall hampered operations the first week and continued bad weather caused intermittent delays for the following two weeks.

February 11th heavy snow closed down the contractor's Meacham-Glover job so the equipment, consisting of three TDT 23 scrapers, one D-8 dozer and two D-9 dozer rippers, was moved to Pendleton-Pilot Rock. Progress in grading was slow for the next six-week period because of cold and rainy weather. The contractor was shut down completely during the week of March 23rd.

March 11th the contractor began preparing and stripping of a privately-obtained gravel deposit located on McKay Creek west of Station 180 and stockpiling material for future crushing.

Excavated materials were moved with both scrapers and trucks. Scrapers and dozers worked together and trucks were loaded with a 3/4 cubic yard shovel.

Traffic over old portions of roadway was handled very well with a minimum of delay to the traveling public.

Nearly all the grading was finished by May 3rd and the balance was left until the crusher was in operation so that crushed materials could be used to replace excavated shoulders.

No more work was done on this project until June 3rd, when the contractor moved in and set up his crushing plant, which was made up of 36 x 50 feed, three screens and two 5.5 Telesmith cone crushers.

Crushing of base material was started June 21st, running two 10-hour shifts. Change to two 8-hour shifts was made on

July 1st. Crushing of 1½"-o was completed July 10th and change over to 3/4"-0 was made and crushing began again July 11th. The contractor began operating three 8-hour shifts on July 22nd and continued until crushing was completed August 16th.

Russell Olson Construction Company, paving contractor, moved in and processed the leveling course July 15th, began binder course Tuesday and completed binder on Thursday. The paving contractor moved in his 100-ton continuous mix asphaltic paving plant during the week of August 2nd but did not set up until August 14th after the crushing plant had been removed.

Asphaltic patching was started on the 26th and completed the following week; 2,072.96 tons of asphaltic concrete were used for patching. Asphaltic paving operation was begun August 30th, starting from the Tutuilla Bridge and working southerly toward Pilot Rock. The 4-lane section from Tutuilla Bridge to Station 15 ahead was completed so as to be in condition to handle the heavy traffic anticipated during the Pendleton Round-Up.

Paving continued during September and October, with a delay because of rain. The paving was completed October 11th.

Despite such delays because of weather, good progress was made and the project completed before winter. Both the prime contractor and the subcontractor made a fair profit.

M. N. Juve
Chief Cost Analyst

By . . G. K. Hanson

July 1st. Crushing of 1½"-o was completed July 10th and change over to 3/4"-0 was made and crushing began again July 11th. The contractor began operating three 8-hour shifts on July 22nd and continued until crushing was completed August 16th.

Russell Olson Construction Company, paving contractor, moved in and processed the leveling course July 15th, began binder course Tuesday and completed binder on Thursday. The paving contractor moved in his 100-ton continuous mix asphaltic paving plant during the week of August 2nd but did not set up until August 14th after the crushing plant had been removed.

Asphaltic patching was started on the 26th and completed the following week; 2,072.96 tons of asphaltic concrete were used for patching. Asphaltic paving operation was begun August 30th, starting from the Tutuilla Bridge and working southerly toward Pilot Rock. The 4-lane section from Tutuilla Bridge to Station 15 ahead was completed so as to be in condition to handle the heavy traffic anticipated during the Pendleton Round-Up.

Paving continued during September and October, with a delay because of rain. The paving was completed October 11th.

Despite such delays because of weather, good progress was made and the project completed before winter. Both the prime contractor and the subcontractor made a fair profit.

M. N. Juve
Chief Cost Analyst

By . . G. K. Hanson

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COMMISSIONERS
CHAS. H. REYNOLDS, CHAIRMAN
LA GRANDE
M. K. McIVER, MEMBER
PORTLAND
ROBERT B. CHESSMAN, MEMBER
ASTORIA
H. B. GLAISYER, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

W. C. WILLIAMS
STATE HIGHWAY ENGINEER
FORREST COOPER
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
COUNSEL

March 3, 1958

Rogers Construction, Inc.
11760 N. E. Glisan St.
Portland 16, Oregon

Gentlemen:

The State Highway Commission at its meeting held on Feb. 27, 1958 had under discussion your request for an extension of time from July 31, 1957, to Oct. 23, 1957, within which to complete your contract No. 4761, for grading and paving on the North Unit, Pendleton-Pilot Rock Section of the Pendleton-John Day Highway in Umatilla County.

We are pleased to inform you that the State Highway Commission granted your request. The Commission's action was based upon the recommendation of the State Highway Engineer, whose report on the subject considered but did not necessarily adopt any of the reasons given by you for failure to complete the project within the specified time limit.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

em

cc: Tom Edwards
A. F. Parsen
J. M. Walker

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elw

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MAR 5 - 1958
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OREGON STATE HIGHWAY DEPARTMEN

(date)
Feb. 21, 1958

| (CONTRACT NO.) | (EST. NO.) | (CONTRACTOR) | |
|---|---|---|---|
| 4781 | 13 Final | Rogers Construction, Inc. | |
| (VOUCHER NO.) | (WARRANT NO.) | (AMOUNT) | (DATE) |
| 3582 | H 205184 | $11,405.22 | 2/21/58 |

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

ACCOUNTING DIVISION

---

Specified completion date: July 31, 1957

Time Extensions: Oct. 23, 1957

Completion Date: Oct. 23, 1957

Date Accepted: Feb. 27, 1958

Penalties: None of record

Claims: None of record

Remarks:

---

Date: Mar. 3, 1958

To the Accounting Division:

Release of the above warrant is hereby authorized

H. B. Glaisyer
Secretary

Warrant Mailed: MAR 3 1958
GRW

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4781

February 17, 1958

Request for extension of time
No. 2
February 27-28 meeting

Oregon State Highway Commission

Gentlemen:

Herewith is a request from Rogers Construction Company for an extension of time on the North Unit, Pendleton-Pilot Rock Section, Contract No. 4781, from July 31, 1957 to October 13, 1957.

Bids for this project were received on June 4, 1956 but the project was not awarded until August 17, 1956, or a matter of 73 days later. The specified completion date was not advanced a corresponding amount. Conditions through the winter were extremely difficult and the contractor lost approximately two and one-half months of the best grading weather due to the late award.

It is my belief that the overrun is not the fault of the contractor, due to the late award, and I recommend that the extension be granted without penalty. Mr. C. G. Polk of the Bureau of Public Roads concurs in this recommendation.

This is not a liquidated damages contract.

Very truly yours,

W. C. Williams
State Highway Engineer

Encl.
cc Mr. Tom Edwards

Const. hi

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4781

Feb. 13, 1958

The Fidelity & Casualty Co. of New York
San Francisco Branch Office
160 Pine St.
San Francisco 11, Calif.

Attn.: Sheridan J. McCarthy

Gentlemen:

State Highway Contract No. 4781 for grading and paving on the North Unit, Pendleton-Pilot Rock Section of the Pendleton-John Day Highway in Umatilla County was completed by the contractor, Rogers Construction, Inc., on Oct. 23, 1957, but has not as yet been accepted by the Commission.

Final payment in the amount of $11,405.22 will be released to the contractor after acceptance by the Commission. The total contract amount is $395,000.83, of which amount $2,919.04 represents force account items.

The State is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the State assumes no responsibility for such claims should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

em

cc: Pallett, Fisher & Carlo, Inc.
U. S. National Bank Bldg.
Portland 4, Oregon

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F-155(5)

4781

January 27, 1958

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

Will you kindly concur in an extension of time on the North Unit, Pendleton-Pilot Rock Contract, No. 4781, Oregon F-155 (5), from July 31, 1957 to October 23, 1957, to Rogers Construction Company, contractor.

Bids for this project were received on June 4, 1956, but the actual award was not made until August 17, 1956, or a matter of 73 days later. The specified completion date was not advanced. Conditions through the winter were extremely difficult, and the contractor lost approximately 2½ months of the best grading weather due to the late award.

It is my belief that the overrun is not the fault of the contractor, due to the late award, and I am recommending that the extension be granted without penalty.

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

EAP:dmh    me

cc Mr. Tom Edwards

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4781

Dec. 20, 1957

CERTIFIED MAIL

The Fidelity & Casualty Co. of New York
San Francisco Branch Office
160 Pine St.
San Francisco 11, Calif.

Attn.: Sheridan J. McCarthy

Gentlemen:

The State Highway Commission is prepared to release semi-final payment to Rogers Construction, Inc., in connection with Contract No. 4781, for grading and paving on the North Unit, Pendleton-Pilot Rock Section of the Pendleton-John Day Highway in Umatilla County. This payment, in the amount of $1,658.88, will be released to the contractor on or after Dec. 30, 1957. The retained percentage is $11,863.78.

The State is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the State assumes no responsibility for such claims should there be any.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

cc: Pallett, Fisher & Carlo, Inc.
U. S. National Bank Bldg.
Portland 4, Oregon

NOTED ON CARD

Form E-1—10M—10-55

F 155(5)
4781

OR  ON STATE HIGHWAY DEPARTME

# Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending November 22, 19 57

Section North Unit, Pendleton-Pilot Rock

Kind of work Grading & Paving

Highway Pendleton-John Day

Section prefix 30-1053

Contractor Rogers Construction, Inc.

Contract number 4781

Date of contract August 17, 19 56

Date of completion July 31, 19 57

Date work started November 14, 19 56

Estimated date of completion October 23, 19 57

Per cent of time elapsed Over time limit %

Project authorization $ 435,786.19

Exclusive of Engineering $ 404,796.95

Estimated cost of completed project, exclusive of engineering $ 402,036.13

Estimated per cent ~~XXXXXXXX~~ underrun 0.7 %

Per cent of contract completed, based on total contract price 100 %

Engineering authorization $ 30,989.24

Engineering cost to date $ 32,414.49, 104.6 %

Date project was completed October 23, 19 57

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

The Contractors Invoice supporting P.A. #6 for the semi-final estimate for this section has as yet not been received, however the Contractor states that the invoice is being mailed to us to-day and when received will be forwarded to the La Grande Division Office, thus completing the semi-final for this section. Except for possible re-checking work, this will be the final report for this North Unit, Pendleton-Pilot Rock Section.

CONSTRUCTION DIVISION
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Noted
M. N. Juve

Signed Resident Engineer

Address Pendleton, Oregon

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

State Printing 69712

|  | GRADING | SURFACING | MAINTENANCE MATERIALS | OIL AND BITUMINOUS MACADAM | PAVING |
|---|---|---|---|---|---|
| Miles in project | 5.18 | 5.18 |  |  | 5.18 |
| Miles partially completed |  |  |  |  |  |
| Miles completed | 5.18 | 5.18 |  |  | 5.18 |
| Total estimated quantities (contract) | 224,000 CY | 70,400 CY |  |  | 27,200 Tons |
| Total quantities corrected to date |  |  |  |  |  |
| Estimated quantities moved or placed to date | 234,090 CY | 71,845 CY |  |  | 26,588 Tons |
| Average daily quantities |  |  |  |  |  |
| Average daily quantities necessary to complete project on time | 0 | 0 |  |  | 0 |
| Number shifts per day |  |  |  |  |  |
| Hours per shift |  |  |  |  |  |

Average force on project for week

Men

Supervision

Men and trucks under 3 tons

Men and trucks over 3 tons

Men and tractors

Equipment used during week: Shovels ........, Power graders ........, Rollers........, Mixers ........, Crushing or screening plants ........

Compressors ........, Bulldozers ........, Compaction rollers ........, . . . . ........, . . . . ........, . . . . ........

|  | WEATHER | HRS. DELAY | CAUSE OF DELAY |
|---|---|---|---|
| Sunday |  |  |  |
| Monday | Cloudy-rain |  |  |
| Tuesday | Cloudy |  |  |
| Wednesday | Fair-cool |  |  |
| Thursday | Fair-cool |  |  |
| Friday | Pt. fair |  |  |
| Saturday |  |  |  |

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4281

Nov. 22, 1957

CERTIFIED MAIL

The Fidelity & Casualty Co. of New York
San Francisco Branch Office
160 Pine St.
San Francisco 11, Calif.

Gentlemen:

It is the intention of the State Highway Commission to release to Rogers Construction, Inc., a portion of the funds heretofore retained by the Commission on Contract No. 4781, for grading and paving on the North Unit, Pendleton-Pilot Rock Section of the Pendleton-John Day Highway in Umatilla County.

This payment, in the amount of $22,778.87, reduces the retained percentage to 3% of the total amount earned by the contractor, or the sum of $11,812.48. The present payment will be released on or after Dec. 2, 1957.

The State is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the State assumes no responsibility for such claims should there be any.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

em

cc: Pallett, Fisher & Carlo, Inc.
U. S. National Bank Bldg.
Portland 4, Oregon

NOTED ON CARD

RECEIVED
NOV 18 1957
FOR FILING

[illegible]

4281

November 15, 1957

Allstate Insurance Company
198 South Commercial Street
Salem, Oregon

Attention: Mr. C. T. Danen
Claims Examiner

Gentlemen:

In reply to your letter of November 13 concerning your file No. 17GOO864, we can advise that Rogers Construction, Inc., 11760 N. E. Glisan Street, Portland 16, may have been the contractor involved in the blasting operations on US Highway 395, just south of Pendleton.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:fp

ALLSTATE
INSURANCE COMPANY
REGIONAL OFFICE • 198 SOUTH COMMERCIAL STREET • SALEM, OREGON

November 13, 1957

In reply please refer to
17G00864

4781

Highway Engineer
State of Oregon
Salem, Oregon

Gentlemen:

On or about July 9, 1957 as a result of blasting operations on U. S. Highway 395 just south of the city limits of Pendleton, Oregon the residence of one of our insureds sustained damage.

Would you please check and determine if possible for us the identity of the contractor employed in that area at that time.

Sincerely yours,

C. T. Danen

C. T. Danen
Claims Examiner

CTD:mr

REFERRED TO
BY SECRETARY

RECEIVED
NOV 14 1957
OREGON
STATE HIGHWAY COMMISSION

You're in Good Hands with Allstate Insurance

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4771

October 25, 1957

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

This is to advise you that work was completed on October 23, 1957, on Contract No. 4771, North Unit, Pendleton-Pilot Rock Section, in Umatilla County, in connection with Federal Aid Project No. S-135(5).

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

CC: Clarence C. [illegible]

DBP:lmr

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F-155(5)

4781

April 2, 1957

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for Extra Work No. 2 covering the State share of flagging costs on the North Unit, Pendleton-Pilot Rock Section of the Pendleton-John Day Highway in Umatilla County, Contract No. 4781, in connection with Federal Aid Project No. F-155(5).

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

[illegible]
Encl.

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FOR FILING

F-155(5)

4781

November 20, 1956

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

This is to advise you that work was started on November 14, 1956, on Contract No. 4781, North Unit, Pendleton-Pilot Rock Section, in Umatilla County, in connection with Federal Aid Project No. F-155(5).

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

YMP:ia

CPR-2300

RECEIVED
NOV 20 1956
FOR FILING

F-155(5)

4781

State Oregon
Project No. F-155(5)

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

# PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 15th day of November, 1956, by and between The Oregon State Highway Commission, constituting for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Commissioner of Public Roads, Bureau of Public Roads, Department of Commerce, hereinafter called the Commissioner, pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), and acts amendatory thereof or supplementary thereto:

Whereas the Highway Department of said State submitted on the 7th day of May, 1956, a program, which was approved on the 11th day of May, 1956, for the project hereinafter described; and

Whereas the Highway Department, in accordance with the regulations promulgated for the administration of the act, has furnished surveys, plans, specifications, and/or estimates for said project; and

Whereas the District Engineer of the Bureau of Public Roads approved said surveys, plans, specifications, and/or estimates on the 17th day of May, 1956, and the sum of three hundred thousand, and 00/100 dollars ($300,000.00) as the share of the United States payable under said act on account of said project which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Commissioner do hereby mutually agree as follows:

## FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department for said project have been made available in the following manner, to wit:

(*a*) By the State Chapter 175, Laws 1917; Chapter 31, Laws 1920; Chapter 529, Laws 1939. (Include date and citation of act of legislature by which authorized)

(*b*) From other sources

(State how placed under direct control of Highway Department)

## WORK EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following work as described in detail in said surveys, plans, specifications, and/or estimates:

Between Stations 200+00 and 242+00, Pendleton southwest, , length 5.206 miles, in Umatilla County, being Oregon project No. F-155(5), consisting of 5.171 miles of roadway and two bridges, each of more than 20 feet clear span, 0.035 of a mile in length.

## CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are by reference made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Bureau of Public Roads and in accordance with the laws of said State, Federal regulations hereinbefore mentioned, and the following conditions:

(*a*) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account shall be approved by the Bureau of Public Roads.

## UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the work covered by this agreement shall not in any event exceed the sum of three hundred thousand, and 00/100 dollars ($300,000.00), which does not exceed the authorized Federal pro rata share of four hundred eighty five thousand, two hundred eighty two and 05/100 dollars ($485,282.05), the approved total estimated cost of said project.

## PAYMENTS

ARTICLE V. As the work on said project progresses, the Bureau of Public Roads shall from time to time submit vouchers to the Secretary of the Treasury for the payment to the State Treasurer (Official or depository) hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of Oregon (Name) of such sums as shall not, together with previous payments, exceed the United States pro rata share as above specified, of the value, as determined by the Bureau of Public Roads after inspection and approval, of the labor and materials which have actually been put into said work in compliance with the requirements of Article III hereof.

The Commissioner reserves the right to withhold such sum as he may deem necessary to insure completion of the work in compliance with this agreement.

## MAINTENANCE OF PROJECT

ARTICLE VI. The Highway Department will maintain said project in compliance with said act of July 11, 1916, and acts amendatory thereof or supplementary thereto, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: (Include reference to statute authorizing funds and probable amount annually available)

Chapter 529, Laws 1939.

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project.

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. 112.

In witness whereof the parties have hereunto affixed their signatures as of the day and year first above written.

OREGON STATE HIGHWAY COMMISSION
(Official title of Highway Department)

By
Chairman, State Highway Commission
(Title of officer)

By
Member, State Highway Commission
(Title of officer)

By
Member, State Highway Commission
(Title of officer)

By
(Title of officer)

By
(Title of officer)

RECOMMENDED FOR APPROVAL:
STATE HIGHWAY ENGINEER

COMMISSIONER OF PUBLIC ROADS,

By
*Division Engineer,*
*Bureau of Public Roads.*

U. S. GOVERNMENT PRINTING OFFICE 16—11379-5

November 9, 1956

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

We are forwarding two copies of project agreement, signed by the Highway Commission, for the N. Unit, Pendleton-Pilot Rock Section, Project No. F-155(5).

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

[illegible]

# PROJECT AGREEMENT

DESCRIPTION: (JOB, SECTION AND HIGHWAY)

North Unit, Pendleton - Pilot Rock Section
Pendleton - John Day Highway
Umatilla County

NATURE OF WORK:

Grade Pave and Structures

CONTRACT NUMBER, CONTRACTOR AND DATE OF AWARD:

4781 Rogers Constr. Inc. 8-17-56

DATE OF COMPLETION:

7-31-57

REMARKS:

October 1, 1956

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

We are enclosing four copies of estimate as a basis for project agreement for the North Unit, Pendleton-Pilot Rock Section, Project No. F-155(5).

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

[illegible]C:ia

Encl.

Oregon State Highway Department

Federal Aid
Project No. F-155(5)

## NORTH UNIT, PENDLETON-PILOT ROCK SECTION OF THE
## PENDLETON-JOHN DAY HIGHWAY IN UMATILLA COUNTY

(Estimate as a basis for project agreement. Based on low bid prices.)

Salem, Oregon, September 28, 1956

Type Code 6201
2 Lane Roadway (Sta. 10+00 to Sta. 182+00)(Contract No. 4781)

| | | | | |
|---|---|---|---|---|
| All | Required | Clearing and Grubbing (60%) | $ | $ 1,500.00 |
| 620 | cu. yds. | Drainage Excavation, Unclassified | 2.00 | 1,240.00 |
| 80,500 | cu. yds. | General Excavation, Unclassified | 0.38 | 30,590.00 |
| 563,000 | yd. sta. | Short Overhaul | 0.01 | 5,630.00 |
| 16,860 | C-y.sta. | Long Overhaul | 0.30 | 5,058.00 |
| 3.16 | miles | Finishing Roadbed and Slopes | 500.00 | 1,580.00 |
| 6,600 | lin. ft. | Rounding Cutbanks | 0.10 | 660.00 |
| 310 | lin. ft. | 12-inch Concrete Pipe | 2.00 | 620.00 |
| 1,040 | lin. ft. | 18-inch Concrete Pipe | 3.35 | 3,484.00 |
| 30 | lin. ft. | 30-inch Concrete Pipe | 7.00 | 210.00 |
| 160 | lin. ft. | 36-inch Concrete Pipe | 9.00 | 1,440.00 |
| 170 | only | Metal Sight Posts | 2.50 | 425.00 |
| 390 | lin. ft. | Metal Guard Rail | 3.00 | 1,170.00 |
| 32,000 | cu. yds. | Course Crushed Material in Base | 1.35 | 43,200.00 |
| 6,270 | cu. yds. | 3/4" - 0 Material in Base | 1.35 | 8,464.50 |
| 960 | M-gals. | Sprinkling | 2.00 | 1,920.00 |
| 3.16 | mile | Preparation of Base | 100.00 | 316.00 |
| 500 | cu. yds. | 3/4" - 0 Material in Binder Course | 3.00 | 1,500.00 |
| 80 | tons | MC-2 Asphalt in Binder Course | 42.00 | 3,360.00 |
| 800 | tons | Asphaltic Concrete Mixture in Patching | 3.50 | 2,800.00 |
| 12,200 | tons | Asphaltic Concrete Mixture | 3.50 | 42,700.00 |
| 780 | tons | 85-100 Asphalt in Mixture | 34.00 | 26,520.00 |
| 20 | tons | RS-1 Asphalt | 45.00 | 900.00 |
| 28 | only | Extra for Asphaltic Concrete Approaches | 30.00 | 840.00 |
| 48 | tons | RS-2 Asphalt | 45.00 | 2,160.00 |
| 220 | cu. yds. | Aggregate in Pavement Seal | 5.00 | 1,100.00 |
| | | | Subtotal | $189,387.50 |
| | | | 10% Engr. & Cont. | 18,938.75 |
| | | | Total | $208,326.25 |

Length of Roadway 3.157 Mile
Cost of Roadway Per Mi. $65,988.67

Type Code 6201
1 Lane Roadway (Sta. 182+00 to 242+00)(Contract No. 4781)

| | | | | |
|---|---|---|---|---|
| All | Required | Clearing and Grubbing (20%) | $ | $ 500.00 |
| 20 | cu. yds. | Drainage Excavation, Unclassified | 2.00 | 40.00 |
| 120,700 | cu. yds. | General Excavation, Unclassified | 0.38 | 45,866.00 |
| 132,000 | yd. sta. | Short Overhaul | 0.01 | 1,320.00 |
| 130 | C-y.sta. | Long Overhaul | 0.30 | 39.00 |
| 1.12 | miles | Finishing Roadbed and Slopes | 500.00 | 560.00 |

| | | | |
|---|---|---|---|
| 5,000 lin. ft. | Rounding Cutbanks | $0.10 | $ 500.00 |
| 130 lin. ft. | 12-inch Concrete Pipe | 2.00 | 260.00 |
| 290 lin. ft. | 18-inch Concrete Pipe | 3.35 | 971.50 |
| 60 only | Metal Sight Posts | 2.50 | 150.00 |
| 110 lin. ft. | Metal Guard Rail | 3.00 | 330.00 |
| 16,000 cu. yds. | Coarse Crushed Material in Base | 1.35 | 21,600.00 |
| 2,560 cu. yds. | 3/4" - 0 Material in Base | 1.35 | 3,456.00 |
| 460 M-gals. | Sprinkling | 2.00 | 920.00 |
| 1.12 miles | Preparation of Base | 100.00 | 112.00 |
| 250 cu. yds. | 3/4" - 0 Material in Binder Course | 3.00 | 750.00 |
| 40 tons | MC-2 Asphalt in Binder Course | 42.00 | 1,680.00 |
| 6,050 tons | Asphaltic Concrete Mixture | 3.50 | 21,175.00 |
| 360 tons | 85-100 Asphalt in Mixture | 34.00 | 12,240.00 |
| 8 tons | RS-1 Asphalt | 45.00 | 360.00 |
| 8 only | Extra for Asphaltic Concrete Approaches | 30.00 | 240.00 |
| 22 tons | RS-2 Asphalt | 45.00 | 990.00 |
| 110 cu. yds. | Aggregate in Pavement Seal | 5.00 | 550.00 |
| | Subtotal | | $114,609.50 |
| | 10% Engr. & Cont. | | 11,460.95 |
| | Total | | $126,070.45 |

Length of Roadway 1.109 Miles
Cost of Roadway Per Mi. $113,679.39

Inside City Limits of Pendleton

Type Code 6201 (Sta. 200+00 to Sta. 196+30)(Sta. 176+05 to Sta. 165+55)
4 Lane Roadway (Contract No. 4781)

| | | | |
|---|---|---|---|
| All Required | Clearing and Grubbing (5%) | $ | $ 125.00 |
| 5,200 cu. yds. | General Excavation, Unclassified | 0.38 | 1,976.00 |
| 0.27 mile | Finishing Roadbed and Slopes | 500.00 | 135.00 |
| 30 lin. ft. | 12-inch Concrete Pipe | 2.00 | 60.00 |
| 15 only | Metal Sight Posts | 2.50 | 37.50 |
| 2,800 cu. yds. | Coarse Crushed Material in Base | 1.35 | 3,780.00 |
| 420 cu. yds. | 3/4" - 0 Material in Base | 1.35 | 567.00 |
| 90 M-gals. | Sprinkling | 2.00 | 180.00 |
| 0.27 mile | Preparation of Base | 100.00 | 27.00 |
| 40 cu. yds. | 3/4" - 0 Material in Binder Course | 3.00 | 120.00 |
| 8 tons | MC-2 Asphalt in Binder Course | 42.00 | 336.00 |
| 100 tons | Asphalt Concrete Mixture in Patching | 3.50 | 350.00 |
| 1,830 tons | Asphaltic Concrete Mixture | 3.50 | 6,405.00 |
| 120 tons | 85-100 Asphalt in Mixture | 34.00 | 4,080.00 |
| 8 tons | RS-1 Asphalt | 45.00 | 360.00 |
| 6 only | Extra for Asphaltic Concrete Approaches | 30.00 | 180.00 |
| 22 tons | RS-2 Asphalt | 45.00 | 990.00 |
| 100 cu. yds. | Aggregate in Pavement Seal | 5.00 | 500.00 |
| | Subtotal | | $ 20,208.50 |
| | 10% Engr. & Cont. | | 2,020.85 |
| | Total | | $ 22,229.35 |

Length of Roadway 0.269 Mile
Cost of Roadway Per Mi. $82,636.98

## Outside City Limits of Pendleton

**Type Code 6201**
**4 Lane Roadway** (Sta. 196+30 to Sta. 176+05)(Sta. 165+55 Thru equa. Sta. 161+82.08-Sta. 0+00 to Sta. 10+00)(Contract No. 4781)

| | | | |
|---|---|---|---|
| All Required | Clearing and Grubbing (15%) | $ | $ 375.00 |
| 10 cu. yds. | Drainage Excavation, Unclassified | 2.00 | 20.00 |
| 17,600 cu. yds. | General Excavation, Unclassified | 0.38 | 6,688.00 |
| 15,000 yd. sta. | Short Overhaul | 0.01 | 150.00 |
| 10 C-y.sta. | Long Overhaul | 0.30 | 3.00 |
| 0.63 mile | Finishing Roadbed and Slopes | 500.00 | 315.00 |
| 1,400 lin. ft. | Rounding Cutbanks | 0.10 | 140.00 |
| 260 lin. ft. | 12-inch Concrete Pipe | 2.00 | 520.00 |
| 20 lin. ft. | 18-inch Concrete Pipe | 3.35 | 67.00 |
| 35 only | Metal Sight Posts | 2.50 | 87.50 |
| 8,200 cu. yds. | Course Crushed Material in Base | 1.35 | 11,070.00 |
| 1,250 cu. yds. | 3/4" - 0 Material in Base | 1.35 | 1,687.50 |
| 240 M-gals. | Sprinkling | 2.00 | 480.00 |
| 0.63 mile | Preparation of Base | 100.00 | 63.00 |
| 110 cu. yds. | 3/4" - 0 Material in Binder Course | 3.00 | 330.00 |
| 22 tons | MC-2 Asphalt in Binder Course | 42.00 | 924.00 |
| 600 tons | Asphaltic Concrete Mixture in Patching | 3.50 | 2,100.00 |
| 5,420 tons | Asphaltic Concrete Mixture | 3.50 | 18,970.00 |
| 360 tons | 85-100 Asphalt in Mixture | 34.00 | 12,240.00 |
| 4 tons | RS-1 Asphalt | 45.00 | 180.00 |
| 8 only | Extra for Asphaltic Concrete Approaches | 30.00 | 240.00 |
| 8 tons | RS-2 Asphalt | 45.00 | 360.00 |
| 30 cu. yds. | Aggregate in Pavement Seal | 5.00 | 150.00 |
| | | Subtotal | $ 57,160.00 |
| | | 10% Engr. & Cont. | 5,716.00 |
| | | Total | $ 62,876.00 |

Length of Roadway 0.636 mile
Cost of Roadway Per Mi. $98,861.63

**Type Code X021**
**McKay Creek Bridge** (Sta. 186+53 to Sta. 187+97)(Contract No. 4809)

| | | | |
|---|---|---|---|
| 330 cu. yds. | Structural Excavation | $4.50 | $ 1,485.00 |
| 275 lin. ft. | Furnish 12" B.P. 53# Steel Piling | 7.00 | 1,925.00 |
| 10 only | Drive Steel Piling | 100.00 | 1,000.00 |
| 370 cu. yds. | Class "A" Concrete | 62.00 | 22,940.00 |
| 100,000 lbs. | Metal Reinforcement | 0.145 | 14,500.00 |
| 90 lin. ft. | 8-inch Metal Drain Pipe | 5.00 | 450.00 |
| | | | $ 42,300.00 |

**Type Code X020**
**Tutuilla Creek Bridge Widening** (Sta. 195+16.45 to Sta. 195+56.57)(Cont. No. 4809)

| | | | |
|---|---|---|---|
| All Required | Alter Existing Structure & Provide for Traffic | $ | $ 2,500.00 |
| 340 cu. yds. | Structural Excavation | 5.00 | 1,700.00 |
| 160 cu. yds. | Class "A" Concrete | 55.00 | 8,800.00 |
| 30,000 lbs. | Metal Reinforcement | 0.15 | 4,500.00 |
| | | | $ 17,500.00 |

| | |
|---|---|
| Subtotal | $ 59,800.00 |
| 10% Engr. & Cont. | 5,980.00 |
| Total | $ 65,780.00 |

Length of 2 Structures 0.035 Mile

SUMMARY OF FUNDS

| Description | Total Cost | Federal Funds | State Funds |
|---|---|---|---|
| 2 Lane Roadway | $208,326.25 | $128,787.00 | $79,539.25 |
| 3 Lane Roadway | 126,070.45 | 77,936.00 | 48,134.45 |
| 4 Lane Roadway (Inside City Limits) | 22,229.35 | 13,742.00 | 8,487.35 |
| 4 Lane Roadway (Outside City Limits) | 62,876.00 | 38,870.00 | 24,006.00 |
| Structures | 65,780.00 | 40,665.00 | 25,115.00 |
| | $485,282.05 | $300,000.00 | $185,282.05 |

State Funds for Const.: Chap. 175, Laws 1917; Chap. 31, Laws 1920;
Chap. 529, Laws 1939.

State Funds for Maint.: Chap. 529, Laws 1939.

Oregon State Highway Department

Federal Aid
Project No. F-155 (5)

## NORTH UNIT, PENDLETON-PILOT ROCK SECTION OF
## THE PENDLETON-JOHN DAY HIGHWAY IN UMATILLA COUNTY

(Estimate to accompany plans and specifications. Not as a basis for project agreement.)

Salem, Oregon, May 15, 1956

Type Code 6201
2 Lane Roadway (Sta. 10+00 to Sta. 182+00)

| | | | |
|---|---|---|---|
| All Required | Clearing and Grubbing (60%) | $ | $ 3,000.00 |
| 620 cu. yds. | Drainage Excavation, Unclassified | 2.50 | 1,550.00 |
| 80,500 cu. yds. | General Excavation, Unclassified | 0.38 | 30,590.00 |
| 563,000 yd. sta. | Short Overhaul | 0.01 | 5,630.00 |
| 16,860 C-yd. sta. | Long Overhaul | 0.35 | 5,901.00 |
| 3.16 miles | Finishing Roadbed and Slopes | 750.00 | 2,370.00 |
| 6,600 lin. ft. | Rounding Cutbanks | 0.15 | 990.00 |
| 310 lin. ft. | 12-inch Concrete Pipe | 2.00 | 620.00 |
| 1,040 lin. ft. | 18-inch Concrete Pipe | 3.50 | 3,640.00 |
| 30 lin. ft. | 30-inch Concrete Pipe | 7.50 | 225.00 |
| 160 lin. ft. | 36-inch Concrete Pipe | 8.50 | 1,360.00 |
| 170 only | Metal Sight Posts | 2.50 | 425.00 |
| 390 lin. ft. | Metal Guard Rail | 2.25 | 877.50 |
| 32,000 cu. yds. | Coarse Crushed Material in Base | 1.85 | 59,200.00 |
| 6,270 cu. yds. | 3/4" - 0 Material in Base | 2.10 | 13,167.00 |
| 960 M-gal. | Sprinkling | 2.50 | 2,400.00 |
| 3.16 miles | Preparation of Base | 200.00 | 632.00 |
| 500 cu. yds. | 3/4" - 0 Material in Binder Course | 3.50 | 1,750.00 |
| 80 tons | MC-2 Asphalt in Binder Course | 48.00 | 3,840.00 |
| 800 tons | Asphaltic Concrete Mixture in Patching | 5.00 | 4,000.00 |
| 12,200 tons | Asphaltic Concrete Mixture | 3.75 | 45,750.00 |
| 780 tons | 85-100 Asphalt in Mixture | 34.00 | 26,520.00 |
| 20 tons | RS-1 Asphalt | 50.00 | 1,000.00 |
| 28 Only | Extra for Asphaltic Concrete Approaches | 25.00 | 700.00 |
| 48 tons | RS-2 Asphalt | 50.00 | 2,400.00 |
| 220 cu. yds. | Aggregate in Pavement Seal | 4.00 | 880.00 |
| | | Subtotal | $219,417.50 |
| | | 10% Eng. & Cont. | 21,941.75 |
| | | Total | $241,359.25 |
| | Length of Roadway | 3.157 Mile | |
| | Cost of Roadway Per Mile | $76,452.09 | |

Type Code 6201
3 Lane Roadway (Sta. 182+00 to 242+00)

| | | | |
|---|---|---|---|
| All Required | Clearing and Grubbing (20%) | | $ 1,000.00 |
| 20 cu. ft. | Drainage Excavation, Unclassified | $ 2.50 | 50.00 |
| 120,700 cu. ft. | General Excavation, Unclassified | 0.38 | 45,866.00 |
| 132,000 yd. sta. | Short Overhaul | 0.01 | 1,320.00 |

| | | | |
|---|---|---|---|
| 130 C-yd. Sta. | Long Overhaul | $ 0.35 | $ 45.50 |
| 1.12 miles | Finishing Roadbed and Slopes | 750.00 | 840.00 |
| 5,000 lin. ft. | Rounding Cutbanks | 0.15 | 750.00 |
| 130 lin. ft. | 12-inch Concrete Pipe | 2.00 | 260.00 |
| 290 lin. ft. | 18-inch Concrete Pipe | 3.50 | 1,015.00 |
| 60 Only | Metal Sight Posts | 2.50 | 150.00 |
| 110 lin. ft. | Metal Guard Rail | 2.25 | 247.50 |
| 16,000 cu. yds. | Coarse Crushed Material in Base | 1.85 | 29,600.00 |
| 2,560 cu. yds. | 3/4" - 0 Material in Base | 2.10 | 5,376.00 |
| 460 M-gal. | Sprinkling | 2.50 | 1,150.00 |
| 1.12 miles | Preparation of Base | 200.00 | 224.00 |
| 250 cu. yds. | 3/4" - 0 Material in Binder Course | 3.50 | 875.00 |
| 40 tons | MC-2 Asphalt in Binder Course | 48.00 | 1,920.00 |
| 6,050 tons | Asphaltic Concrete Mixture | 3.75 | 22,687.50 |
| 360 tons | 85-100 Asphalt in Mixture | 34.00 | 12,240.00 |
| 8 tons | RS-1 Asphalt | 50.00 | 400.00 |
| 8 Only | Extra for Asphaltic Concrete Approaches | 25.00 | 200.00 |
| 22 tons | RS-2 Asphalt | 50.00 | 1,100.00 |
| 110 cu. yds. | Aggregate in Pavement Seal | 4.00 | 440.00 |
| | | Subtotal | $127,756.50 |
| | | 10% Eng. & Cont. | 12,775.65 |
| | | Total | $140,532.15 |

| | |
|---|---|
| Length of Roadway | 1.113 Mile |
| Length of 1 Structure | 0.024 Mile |
| Total Length | 1.137 Mile |
| Cost of Roadway Per Mile | $126,264.28 |

## INSIDE CITY LIMITS OF PENDLETON

**Type Code 6201**
**4 Lane Roadway (Sta. 200+00 to Sta. 196+30) (Sta. 176+05 to Sta. 165+55)**

| | | | |
|---|---|---|---|
| All Required | Clearing and Grubbing (5%) | | $ 250.00 |
| 5,200 cu. yds. | General Excavation, Unclassified | $ 0.38 | 1,976.00 |
| 0.27 mile | Finishing Roadbed and Slopes | 750.00 | 202.50 |
| 30 lin. ft. | 12-inch Concrete Pipe | 2.00 | 60.00 |
| 15 Only | Metal Sight Posts | 2.50 | 37.50 |
| 2,800 cu. yds. | Coarse Crushed Material in Base | 1.85 | 5,180.00 |
| 420 cu. yds. | 3/4" - 0 Material in Base | 2.10 | 882.00 |
| 90 M-gal. | Sprinkling | 2.50 | 225.00 |
| 0.27 mile | Preparation of Base | 200.00 | 54.00 |
| 40 cu. yds. | 3/4" - 0 Material in Binder Course | 3.50 | 140.00 |
| 8 tons | MC-2 Asphalt in Binder Course | 48.00 | 384.00 |
| 100 tons | Asphalt Concrete Mixture in Patching | 5.00 | 500.00 |
| 1,830 tons | Asphaltic Concrete Mixture | 3.75 | 6,862.50 |
| 120 tons | 85-100 Asphalt in Mixture | 34.00 | 4,080.00 |

| | | | |
|---|---|---|---|
| 8 tons | RS-1 Asphalt | $ 50.00 | $ 400.00 |
| 6 Only | Extra for Asphaltic Concrete Approaches | 25.00 | 150.00 |
| 22 tons | RS-2 Asphalt | 50.00 | 1,100.00 |
| 100 cu. yds. | Aggregate in Pavement Seal | 4.00 | 400.00 |

| | |
|---|---|
| Subtotal | $ 22,883.50 |
| 10% Eng. & Cont. | 2,288.35 |
| Total | $ 25,171.85 |

| | |
|---|---|
| Length of Roadway | 0.269 Mile |
| Cost of Roadway Per Mile | $93,575.65 |

## OUTSIDE CITY LIMITS OF PENDLETON

Type Code 6201
4 Lane Roadway (Sta. 196+30 to Sta. 176+05) (Sta. 165+55 thru equation Sta. 161+82.08 =Sta. 0+00 to Sta. 10+00)

| | | | |
|---|---|---|---|
| All Required | Clearing and Grubbing (15%) | | $ 750.00 |
| 10 cu. yds. | Drainage Excavation, Unclassified | $ 2.50 | 25.00 |
| 17,600 cu. yds. | General Excavation, Unclassified | 0.38 | 6,688.00 |
| 15,000 yd. sta. | Short Overhaul | 0.01 | 150.00 |
| 10 C-yd. Sta. | Long Overhaul | 0.35 | 3.50 |
| 0.63 mile | Finishing Roadbed and Slopes | 750.00 | 472.50 |
| 1,400 lin. ft. | Rounding Cutbanks | 0.15 | 210.00 |
| 260 lin. ft. | 12-inch Concrete Pipe | 2.00 | 520.00 |
| 20 lin. ft. | 18-inch Concrete Pipe | 3.50 | 70.00 |
| 35 Only | Metal Sight Posts | 2.50 | 87.50 |
| 8,200 cu. yds. | Course Crushed Material in Base | 1.85 | 15,170.00 |
| 1,250 cu. yds. | 3/4" - 0 Material in Base | 2.10 | 2,625.00 |
| 240 M-gal | Sprinkling | 2.50 | 600.00 |
| 0.63 mile | Preparation of Base | 200.00 | 126.00 |
| 110 cu. yds. | 3/4" - 0 Material in Binder Course | 3.50 | 385.00 |
| 22 tons | MC-2 Asphalt in Binder Course | 48.00 | 1,056.00 |
| 600 tons | Asphaltic Concrete Mixture in Patching | 5.00 | 3,000.00 |
| 5,420 tons | Asphaltic Concrete Mixture | 3.75 | 20,325.00 |
| 360 tons | 85-100 Asphalt in Mixture | 34.00 | 12,240.00 |
| 4 tons | RS-1 Asphalt | 50.00 | 200.00 |
| 8 Only | Extra for Asphaltic Concrete Approaches | 25.00 | 200.00 |
| 8 tons | RS-2 Asphalt | 50.00 | 400.00 |
| 30 cu. yds. | Aggregate in Pavement Seal | 4.00 | 120.00 |

| | |
|---|---|
| Subtotal | $ 65,423.50 |
| 10% Engr. & Cont. | 6,542.35 |
| Total | $ 71,965.85 |

| | |
|---|---|
| Length of Roadway | 0.636 Mile |
| Length of 1 Structure | 0.007 Mile |
| Total Length | 0.643 |
| Cost of Roadway Per Mile | $113,153.85 |

## SUMMARY OF FUNDS

| Description | Total Cost | Federal Funds | State Funds |
|---|---|---|---|
| 2 Lane Roadway . . . . . . . . . . . . | $241,359.25 | $143,598.00 | $ 97,761.25 |
| 3 Lane Roadway . . . . . . . . . . . . | $140,532.15 | 83,610.00 | 56,922.15 |
| 4 Lane Roadway . . . . . . . . . . . .<br>(Inside City Limits) | $ 25,171.85 | $ 14,976.00 | $ 10,195.85 |
| 4 Lane Roadway . . . . . . . . . . . .<br>(Outside City Limits) | $ 71,965.85 | 42,816.00 | 29,149.85 |
| | $479,029.10 | $285,000.00 | $194,029.10 |

Oregon State Highway Department

Federal Aid Project
No. F-155(5)

## NORTH UNIT, PENDLETON-PILOT ROCK SECTION
## OF THE PENDLETON-JOHN DAY HIGHWAY IN UMATILLA COUNTY

(Estimate to accompany plans and specifications. Not as a basis for project agreement.)

Salem, Oregon, June 26, 1956

**Type Code 6201**
**2-lane Roadway** (Sta. 10+00 to Sta. 182+00)(Low Bid)

| | | | |
|---|---|---|---|
| All Required | Clearing and Grubbing (60%) | | $ 1,500.00 |
| 620 cu. yds. | Drainage Excavation, Unclassified | $ 2.00 | 1,240.00 |
| 80,500 cu. yds. | General Excavation, Unclassified | 0.38 | 30,590.00 |
| 563,000 yd. sta. | Short Overhaul | 0.01 | 5,630.00 |
| 16,860 C-yd. sta. | Long Overhaul | 0.30 | 5,058.00 |
| 3.16 miles | Finishing Roadbed and Slopes | 500.00 | 1,580.00 |
| 6,600 lin. ft. | Rounding Cutbanks | 0.10 | 660.00 |
| 310 lin. ft. | 12-inch Concrete Pipe | 2.00 | 620.00 |
| 1,040 lin. ft. | 18-inch Concrete Pipe | 3.35 | 3,484.00 |
| 30 lin. ft. | 30-inch Concrete Pipe | 7.00 | 210.00 |
| 160 lin. ft. | 36-inch Concrete Pipe | 9.00 | 1,440.00 |
| 170 only | Metal Sight Posts | 2.50 | 425.00 |
| 390 lin. ft. | Metal Guard Rail | 3.00 | 1,170.00 |
| 32,000 cu. yds. | Coarse Crushed Material in Base | 1.35 | 43,200.00 |
| 6,270 cu. yds. | 3/4" - 0 Material in Base | 1.35 | 8,464.50 |
| 960 M-gal. | Sprinkling | 2.00 | 1,920.00 |
| 3.16 miles | Preparation of Base | 100.00 | 316.00 |
| 500 cu. yds. | 3/4" - 0 Material in Binder Course | 3.00 | 1,500.00 |
| 80 tons | MC-2 Asphalt in Binder Course | 42.00 | 3,360.00 |
| 800 tons | Asphaltic Concrete Mixture in Patching | 3.50 | 2,800.00 |
| 12,200 tons | Asphaltic Concrete Mixture | 3.50 | 42,700.00 |
| 780 tons | 85-100 Asphalt in Mixture | 34.00 | 26,520.00 |
| 20 tons | RS-1 Asphalt | 45.00 | 900.00 |
| 28 only | Extra for Asphaltic Concrete Approaches | 30.00 | 840.00 |
| 48 tons | RS-2 Asphalt | 45.00 | 2,160.00 |
| 220 cu. yds. | Aggregate in Pavement Seal | 5.00 | 1,100.00 |
| | Subtotal | | $189,387.50 |
| | 10% Engr. & Cont. | | 18,938.75 |
| | Total | | $208,326.25 |

Length of Roadway 3.157 miles
Cost of Roadway per mile $65,988.67

**Type Code 6201**
**3-lane Roadway** (Sta. 182+00 to 242+00)(Low Bid)

| | | | |
|---|---|---|---|
| All Required | Clearing and Grubbing (20%) | | $ 500.00 |
| 20 cu. yds. | Drainage Excavation, Unclassified | $ 2.00 | 40.00 |
| 120,700 cu. yds. | General Excavation, Unclassified | 0.38 | 45,866.00 |
| 132,000 yd. sta. | Short Overhaul | 0.01 | 1,320.00 |
| 130 C-yd. sta. | Long Overhaul | 0.30 | 39.00 |
| 1.12 miles | Finishing Roadbed and Slopes | 500.00 | 560.00 |

| | | | |
|---|---|---|---|
| 5,000 lin. ft. | Rounding Cutbanks | $ 0.10 | $ 500.00 |
| 130 lin. ft. | 12-inch Concrete Pipe | 2.00 | 260.00 |
| 290 lin. ft. | 18-inch Concrete Pipe | 3.35 | 971.50 |
| 60 only | Metal Sight Posts | 2.50 | 150.00 |
| 110 lin. ft. | Metal Guard Rail | 3.00 | 330.00 |
| 16,000 cu. yds. | Coarse Crushed Material in Base | 1.35 | 21,600.00 |
| 2,560 cu. yds. | 3/4" - 0 Material in Base | 1.35 | 3,456.00 |
| 460 M-gal. | Sprinkling | 2.00 | 920.00 |
| 1.12 miles | Preparation of Base | 100.00 | 112.00 |
| 250 cu. yds. | 3/4" - 0 Material in Binder Course | 3.00 | 750.00 |
| 40 tons | MC-2 Asphalt in Binder Course | 42.00 | 1,680.00 |
| 6,050 tons | Asphaltic Concrete Mixture | 3.50 | 21,175.00 |
| 360 tons | 85-100 Asphalt in Mixture | 34.00 | 12,240.00 |
| 8 tons | RS-1 Asphalt | 45.00 | 360.00 |
| 8 only | Extra for Asphaltic Concrete Approaches | 30.00 | 240.00 |
| 22 tons | RS-2 Asphalt | 45.00 | 990.00 |
| 110 cu. yds. | Aggregate in Pavement Seal | 5.00 | 550.00 |
| | Subtotal | | $114,609.50 |
| | 10% Engr. & Cont. | | 11,460.95 |
| | Total | | $126,070.45 |

Length of Roadway 1.109 miles
Cost of Roadway per mile $113,679.39

## Inside City Limits of Pendleton

Type Code 6201
4-lane Roadway (Sta. 200+00 to Sta. 196+30)(Sta. 176+05 to Sta. 165+55)(Low Bid)

| | | | |
|---|---|---|---|
| All Required | Clearing and Grubbing (5%) | | $ 125.00 |
| 5,200 cu. yds. | General Excavation, Unclassified | $ 0.38 | 1,976.00 |
| 0.27 mile | Finishing Roadbed and Slopes | 500.00 | 135.00 |
| 30 lin. ft. | 12-inch Concrete Pipe | 2.00 | 60.00 |
| 15 only | Metal Sight Posts | 2.50 | 37.50 |
| 2,800 cu. yds. | Coarse Crushed Material in Base | 1.35 | 3,780.00 |
| 420 cu. yds. | 3/4" - 0 Material in Base | 1.35 | 567.00 |
| 90 M-gal. | Sprinkling | 2.00 | 180.00 |
| 0.27 mile | Preparation of Base | 100.00 | 27.00 |
| 40 cu. yds. | 3/4" - 0 Material in Binder Course | 3.00 | 120.00 |
| 8 tons | MC-2 Asphalt in Binder Course | 42.00 | 336.00 |
| 100 tons | Asphaltic Concrete Mixture in Patching | 3.50 | 350.00 |
| 1,830 tons | Asphaltic Concrete Mixture | 3.50 | 6,405.00 |
| 120 tons | 85-100 Asphalt in Mixture | 34.00 | 4,080.00 |
| 8 tons | RS-1 Asphalt | 45.00 | 360.00 |
| 6 only | Extra for Asphaltic Concrete Approaches | 30.00 | 180.00 |
| 22 tons | RS-2 Asphalt | 45.00 | 990.00 |
| 100 cu. yds. | Aggregate in Pavement Seal | 5.00 | 500.00 |
| | Subtotal | | $ 20,208.50 |
| | 10% Engr. & Cont. | | 2,020.85 |
| | Total | | $ 22,229.35 |

Length of Roadway 0.269 mile
Cost of Roadway per mile $82,636.98

## Outside City Limits of Pendleton

**Type Code 6201**
**Roadway-4 lane** (Sta. 196+30 to Sta. 176+05)(Sta. 165+55 thru equa. Sta. 161+82.08 = Sta. 0+00 to Sta. 10+00)(Low Bid)

| | | | |
|---|---|---|---|
| All Required | Clearing and Grubbing (15%) | | $ 375.00 |
| 10 cu. yds. | Drainage Excavation, Unclassified | $ 2.00 | 20.00 |
| 17,600 cu. yds. | General Excavation, Unclassified | 0.38 | 6,688.00 |
| 15,000 yd. sta. | Short Overhaul | 0.01 | 150.00 |
| 10 C-yd. sta. | Long Overhaul | 0.30 | 3.00 |
| 0.63 mile | Finishing Roadbed and Slopes | 500.00 | 315.00 |
| 1,400 lin. ft. | Rounding Cutbanks | 0.10 | 140.00 |
| 260 lin. ft. | 12-inch Concrete Pipe | 2.00 | 520.00 |
| 20 lin. ft. | 18-inch Concrete Pipe | 3.35 | 67.00 |
| 35 only | Metal Sight Posts | 2.50 | 87.50 |
| 8,200 cu. yds. | Coarse Crushed Material in Base | 1.35 | 11,070.00 |
| 1,250 cu. yds. | 3/4" - 0 Material in Base | 1.35 | 1,687.50 |
| 240 M-gal. | Sprinkling | 2.00 | 480.00 |
| 0.63 mile | Preparation of Base | 100.00 | 63.00 |
| 110 cu. yds. | 3/4" - 0 Material in Binder Course | 3.00 | 330.00 |
| 22 tons | MC-2 Asphalt in Binder Course | 42.00 | 924.00 |
| 600 tons | Asphaltic Concrete Mixture in Patching | 3.50 | 2,100.00 |
| 5,420 tons | Asphaltic Concrete Mixture | 3.50 | 18,970.00 |
| 360 tons | 85-100 Asphalt in Mixture | 34.00 | 12,240.00 |
| 4 tons | RS-1 Asphalt | 45.00 | 180.00 |
| 8 only | Extra for Asphaltic Concrete Approaches | 30.00 | 240.00 |
| 8 tons | RS-2 Asphalt | 45.00 | 360.00 |
| 30 cu. yds. | Aggregate in Pavement Seal | 5.00 | 150.00 |
| | Subtotal | | $ 57,160.00 |
| | 10% Engr. & Cont. | | 5,716.00 |
| | Total | | $ 62,876.00 |

Length of Roadway 0.636 mile
Cost of Roadway per mile $98,861.63

**Type Code 8021**
**McKay Creek Bridge** (Sta. 186+53 to Sta. 187+97)

| | | | |
|---|---|---|---|
| 330 cu. yds. | Structural Excavation | $ 6.00 | $ 1,980.00 |
| 275 lin. ft. | Furnish 12" BP 53# Steel Piling | 6.00 | 1,650.00 |
| 10 only | Drive Steel Piling | 80.00 | 800.00 |
| 370 cu. yds. | Class "A" Concrete | 70.00 | 25,900.00 |
| 100,000 lbs. | Metal Reinforcement | 0.13 | 13,000.00 |
| 90 lin. ft. | 8-inch Metal Drain Pipe | 4.00 | 360.00 |
| | | | $ 43,690.00 |

Type Code X020

Tutuilla Creek Bridge Widening (Sta. 195+16.45 to Sta. 195+56.57)

| | | | |
|---|---|---|---|
| All Required | Alter Existing Structure and Provide for Traffic | | $ 2,500.00 |
| 340 cu. yds. | Structural Excavation | $ 6.00 | 2,040.00 |
| 160 cu. yds. | Class "A" Concrete | 70.00 | 11,200.00 |
| 30,000 lbs. | Metal Reinforcement | 0.13 | 3,900.00 |
| | | | $ 19,640.00 |
| | Subtotal | | 63,330.00 |
| | 10% Engr. & Cont. | | 6,333.00 |
| | | | $ 69,663.00 |

Length of 2 Structures 0.035 mile

## SUMMARY OF FUNDS

| Description | Total Cost | Federal Funds | State Funds |
|---|---|---|---|
| 2-lane Roadway | $208,326.25 | $129,042.00 | $ 79,284.25 |
| 3-lane Roadway | 126,070.45 | 78,091.00 | 47,979.45 |
| 4-lane Roadway (Inside City Limits) | 22,229.35 | 13,769.00 | 8,460.35 |
| 4-lane Roadway (Outside City Limits) | 62,876.00 | 38,947.00 | 23,929.00 |
| Structures | 69,663.00 | 43,151.00 | 26,512.00 |
| | $489,165.05 | $303,000.00 | $186,165.05 |

A

RECEIVED
SEP 26 1956
FOR FILING

F-155(5)

4781

September 25, 1956

Rogers Construction, Inc.
11760 N. E. Glisan St.
Portland 16, Oregon

Gentlemen:

We enclose herewith for your files a fully executed copy of contract No. 4781, which was awarded to you by the State Highway Commission on August 17, covering the North Unit, Pendleton-Pilot Rock Section of the Pendleton-John Day Highway in Umatilla County.

We are also sending a copy of this contract to the surety on your performance bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encl.

A

RECEIVED
SEP 26 1956
FOR FILING

F-155(5)

4781

September 25, 1956

Rogers Construction, Inc.
11760 N. E. Glisan St.
Portland 16, Oregon

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We are also sending a copy of this contract to the surety on your performance bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encl.

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SEP 11 1956
FOR FILING

| |
|---|
| F-125(5) |
| |
| 4781 |

August 17, 1956

Rogers Construction, Inc.
1760 N. E. Glisan St.
Portland 16, Oregon

NOTED
R. B. GLAISYER

Gentlemen:

The State Highway Commission on June 4, 1956 accepted your proposal for grading and paving on the North Unit of the Pendleton-Pilot Rock Section of the Pendleton-John Day Highway in Umatilla County for the sum of $38 ,365.50 and referred it to the State Highway Engineer with authority to award the contract to you as soon as certain conditions had been fulfilled. This note is to inform you that such conditions have now been satisfied and that the State Highway Engineer today awarded you the contract in conformity with the Commission's authorization. This project has been assigned Contract No. 4781.

Contract forms are now being prepared in this office and will be mailed to you shortly for execution.

This confirms my wire to you of this date.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

blm

cc: Pacific Builder & Engineer, Inc.
2418 Third Ave.
Seattle 1, Wash.

Att. Dorothy McCormack

R. G. Savage, SIAC
~~Forrest Cooper~~ Tom Edwards
S. H. Probert

NOTED
J. Mc C.

RECEIVED
AUG 21 1956

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

# WESTERN UNION
## TELEGRAM

W. P. MARSHALL, PRESIDENT

1206 (4-55)

| DOMESTIC SERVICE<br>Check the class of service desired; otherwise this message will be sent as a fast telegram | |
|---|---|
| TELEGRAM | |
| DAY LETTER | |
| NIGHT LETTER | |

$
S
E

| INTERNATIONAL SERVICE<br>Check the class of service desired; otherwise the message will be sent at the full rate | |
|---|---|
| FULL RATE | |
| LETTER TELEGRAM | |
| SHORE SHIP | |

| NO. WDS.-CL. OF SVC. | PD. OR COLL. | CASH NO. | CHARGE TO THE ACCOUNT OF | TIME FILED |
|---|---|---|---|---|
| | | | | |

Send the following message, subject to the terms on back hereof, which are hereby agreed to

Salem, Oregon
August 17, 1956
8:15 a.m.

Rogers Construction, Inc.
11760 N. E. Glisan St.
Portland 16, Oregon

Contract for grading and paving North Unit of Pendleton-Pilot Rock Section of Pendleton-John Day Highway, Umatilla County for which you submitted low bid on June 4, 1956 awarded you today. Contract forms follow shortly.

H. B. Glaisyer, Secretary

cc: Confirmation
Accounting (5003-900)
C. W. Head
Files

REFERRED TO
M. Probert
By State Highway Engineer

RECEIVED
[illegible] 1956
STATE [illegible]

RECEIVED
AUG 21 1956
FOR FILING
OREGON DISTRICT

F 155(5)

4781 08-35

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

406 STATE HIGHWAY BLDG.
SALEM, OREGON

NOTED
W. C. WILLIAMS

August 17, 1956

Mr. W. C. Williams
State Highway Engineer
Salem, Oregon

Dear Sir:

As requested in your letter of today advising that all rights of entry have been acquired for Oregon Project F-155(5), North Unit of the Pendleton-Pilot Rock Section of the Pendleton-John Day Highway in Umatilla County, we hereby concur as of this date in award of contract No. 4781 to Rogers Construction, Inc., of Portland, Oregon, low bidder in the amount of $381,365.50 at the June 4, 1956 bid opening.

Very truly yours,

C G Polk

C. G. POLK
District Engineer

REFERRED TO
M. Probert
By State Highway Engineer

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STATE [illegible]

RECEIVED
AUG 17 1956

FOR FILING

F-155(5)

47-1

August 17, 1956

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

Your concurrence as of today is requested in the award of contract for grading and paving work on the North Unit of the Pendleton-Pilot Rock Section of the Pendleton-John Day Highway in Umatilla County, Project F-155(5), to Rogers Construction, Inc., of Portland, Oregon, on the basis of the bid of $381,365.50 submitted on June 4, 1956.

All rights of entry required for this contract are acquired.

Very truly yours,

W. C. Williams
State Highway Engineer

By

S. H. Probert
Office Engineer

SHP:ia

NOTED
Harold C. Ayres

June 12, 1956

Mr. C. G. Polk, District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

NOTED
J. W. CATTRALL

NOTED
J. [illegible]

Dear Mr. Polk:

Attached are three copies of an encroachment resolution covering Oregon Project No. F-155(5), North Unit, Pendleton-Pilot Rock section of the Pendleton-John Day Highway in Umatilla County.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

John W. Cattrall
Engineer, County and City Relations

JDG:mm
Att.

Oregon Project No. F-155(?)

Form cc-11 (1954)

# RESOLUTION #2553

WHEREAS, State Highway No. 28 of the State of Oregon, known as the Pendleton-John Day Highway, is routed through the City of Pendleton, Umatilla County, Oregon, a municipal corporation, and the route officially adopted for said highway by the State Highway Commission traverses the following street or streets, or avenues, of said city; to wit:

Beginning at Highway Engineers Survey Station [illegible] on the Pendleton John Day Highway and extending in a southwesterly direction thereon to the westerly City boundary line at Highway Engineers Survey Station [illegible].3[illegible]

AND, WHEREAS, the State Highway Commission of the State of Oregon is desirous of receiving Federal Aid for the improvement of said highway,

AND, WHEREAS, the Department of Commerce, Bureau of Public Roads, will not participate in the construction of said highway until and unless the said City of Pendleton will guarantee by resolution officially adopted by the City Council of said city that no encroachments will be permitted upon the right of way of said highway within the corporate limits of said city which will permanently obstruct or interfere with the free and convenient flow of traffic over said highway through said city; and will so regulate parking of vehicles on said streets or avenues traversed by said highway that the free, convenient, and safe flow of traffic shall not be impeded; and agree not to impose unreasonable limitations of speed upon said highway, nor impose any regulations of traffic which will operate to discriminate against traffic upon said highway by giving undue preference to traffic upon other intersecting streets or avenues.

NOW, THEREFORE, IT IS HEREBY RESOLVED by the Common Council of the City of Pendleton, Umatilla County, Oregon, that no encroachments will be permitted on the streets and avenues traversed by State Highway No. 28 of the State of Oregon, known as the Pendleton John Day Highway, which will permanently or unduly interfere with the free and convenient flow of traffic along said highway; and will so regulate the parking of vehicles along said streets and avenues as not to impede the free, convenient, and safe flow of traffic; and will not impose any unreasonable limitations of speed upon said highway, nor impose any regulation of traffic upon said highway which shall unduly discriminate against traffic upon said highway by giving undue preference to traffic upon other intersecting streets or avenues.

It being understood that nothing in this resolution of agreement by the City Council shall be construed so as to prevent or impair proper police regulations and the enforcement of all existing ordinances and regulations respecting the use of streets in said city, nor to prevent such temporary obstructions to traffic as may be necessitated by the construction of water or gas mains, sewers, and other public improvements, or to preclude the proper use of said highway for the placement of telephone or electric light poles or other public service facilities.

Passed by the Common Council of the City of Pendleton, Umatilla County, Oregon, this 6th day of June, 1956.

ATTEST: Donald [illegible]
City Recorder

Norman G. Gorfkle
Mayor

6-1-56

R

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JUN 13 1956
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FORM E-30X—50M—11-59—90825

F [illegible]

[illegible]

**OREGON STATE HIGHWAY DEPARTMENT**

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
June 12, 1956

SUBJECT: N. Unit, Pendleton-Pilot Rock Section
Pendleton-John Day Highway

To:

Mr. A. F. Parson
Division Engineer
State Highway Department
La Grande, Oregon

L

W. C. WILLIAM

I am forwarding herewith four copies of a sketch map which shows the suggested revision to the intersection of the new line with the old highway in Pendleton. This change should not increase appreciably the cost of the work and will be more suitable in view of proposed housing developments along the old highway south of this point.

If no gimmicks are found in this plan in the field, will you please construct the intersection according to this plan.

Forrest Cooper
Construction Engineer

By
L. H. Young
Ass't Construction Engineer

LHY:ep

Attach 4

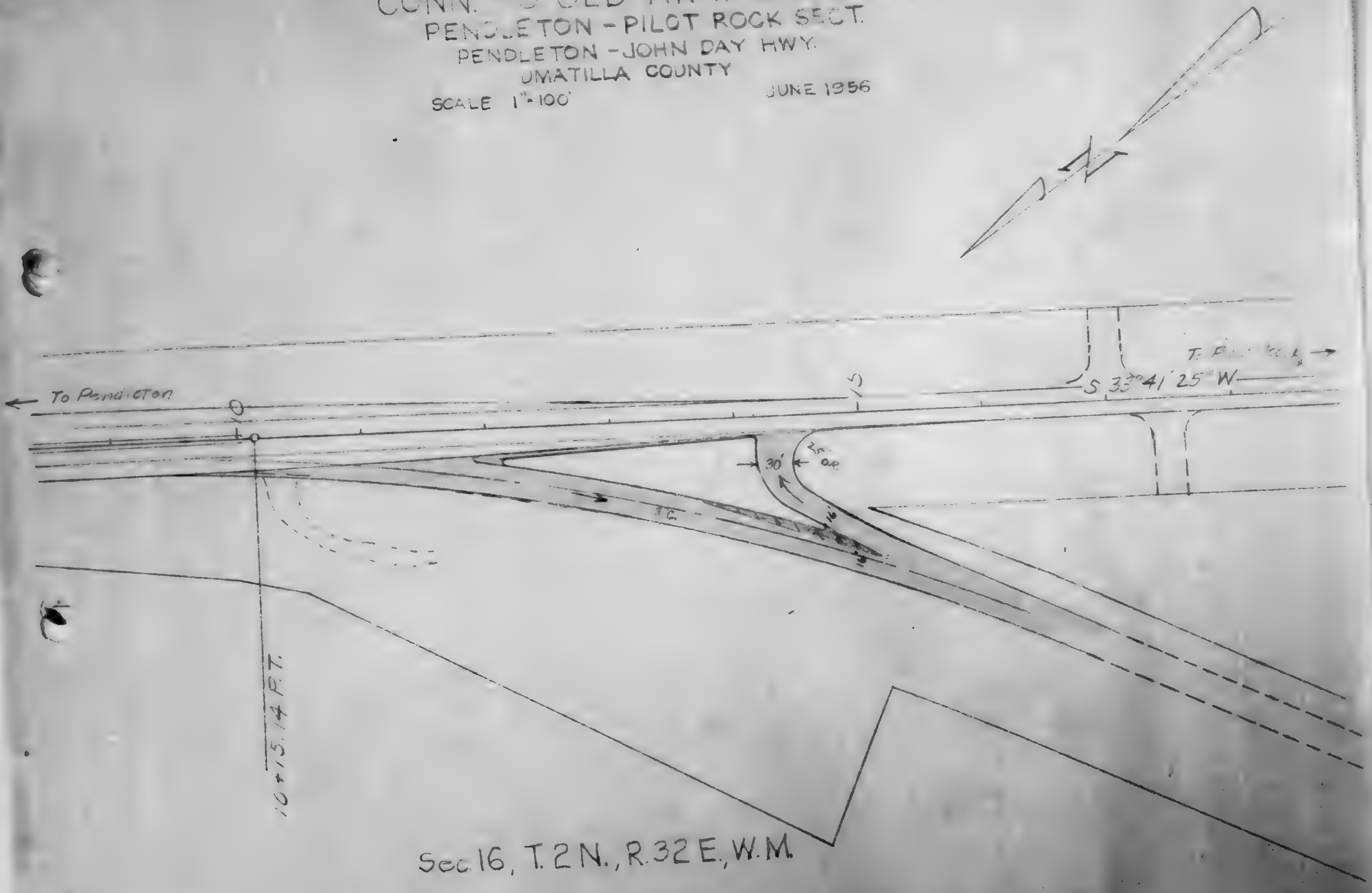
cc - W. C. Williams
F. B. Crandall

RECEIVED
1956
OFFICE OF
ENGINEER

OREGON STATE HIGHWAY DEPARTMENT

## CONN. TO OLD HWY. STA. 10+00

PENDLETON - PILOT ROCK SECT.
PENDLETON - JOHN DAY HWY.
UMATILLA COUNTY
SCALE 1" = 100'   JUNE 1956



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May 23, 1956

Mr. Don Hitchman
City Recorder
Pendleton, Oregon

Dear Mr. Hitchman:

The State Highway Commission plans to accept bids for the North Unit, Pendleton-Pilot Rock Section of the John Day Highway at its meeting June 4-5, 1956.

This project is to be partially financed with Federal funds, and in projects of this nature it is a requirement of the Bureau of Public Roads that the City concerned adopt a standard form of encroachment resolution covering that portion of the project within the corporate limits. This resolution provides that the City will permit no encroachments upon the right of way which will permanently interfere with the free and convenient flow of traffic. Six copies of such a resolution are enclosed.

Will you please present the resolution to the Council, and if adopted, return five signed copies to this office. So that there will be no delay in award of a contract, it will be appreciated if the signed copies can be mailed so as to arrive in Salem prior to May 31, 1956.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

John W. Cattrall
Engineer, County and City Relations

JDG:te
Encl.

FORM E-129 30M REVISED 3-53

COMMISSIONERS
BEN R. CHANDLER, CHAIRMAN
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE
M. K. McIVER, MEMBER
PORTLAND
H. B. GLAISYER
SECRETARY

OREGON
STATE HIGHWAY DEPARTMENT
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
W. C. WILLIAMS
1ST ASST. STATE HWY. ENGR.
W. W. STIFFLER
2ND ASST. STATE HWY. ENGR.
C. W. ENFIELD
CHIEF COUNSEL

NOTED
J. W. CATTRALL

NOTED
Harold C. Ayers

PENDLETON

May 22, 1956

CERTIFIED MAIL

Mr. Norman S. G[illegible]ke, Mayor
City Hall
Pendleton, Oregon

Dear Sir:

The State Highway Commission at its June 4-5, 1956, meeting is calling for bids on the North Unit, Pendleton-Pilot Rock Section of the Pendleton-John Day Highway. This project starts in Pendleton and extends in a southerly direction for approximately five miles.

There will be no change in routing nor abandonment within the City of Pendleton. Some additional right of way within the City limits will be required for widening within the section colored red on attached map.

This notice is given in conformance with Chapter 447, Oregon Laws of 1955.

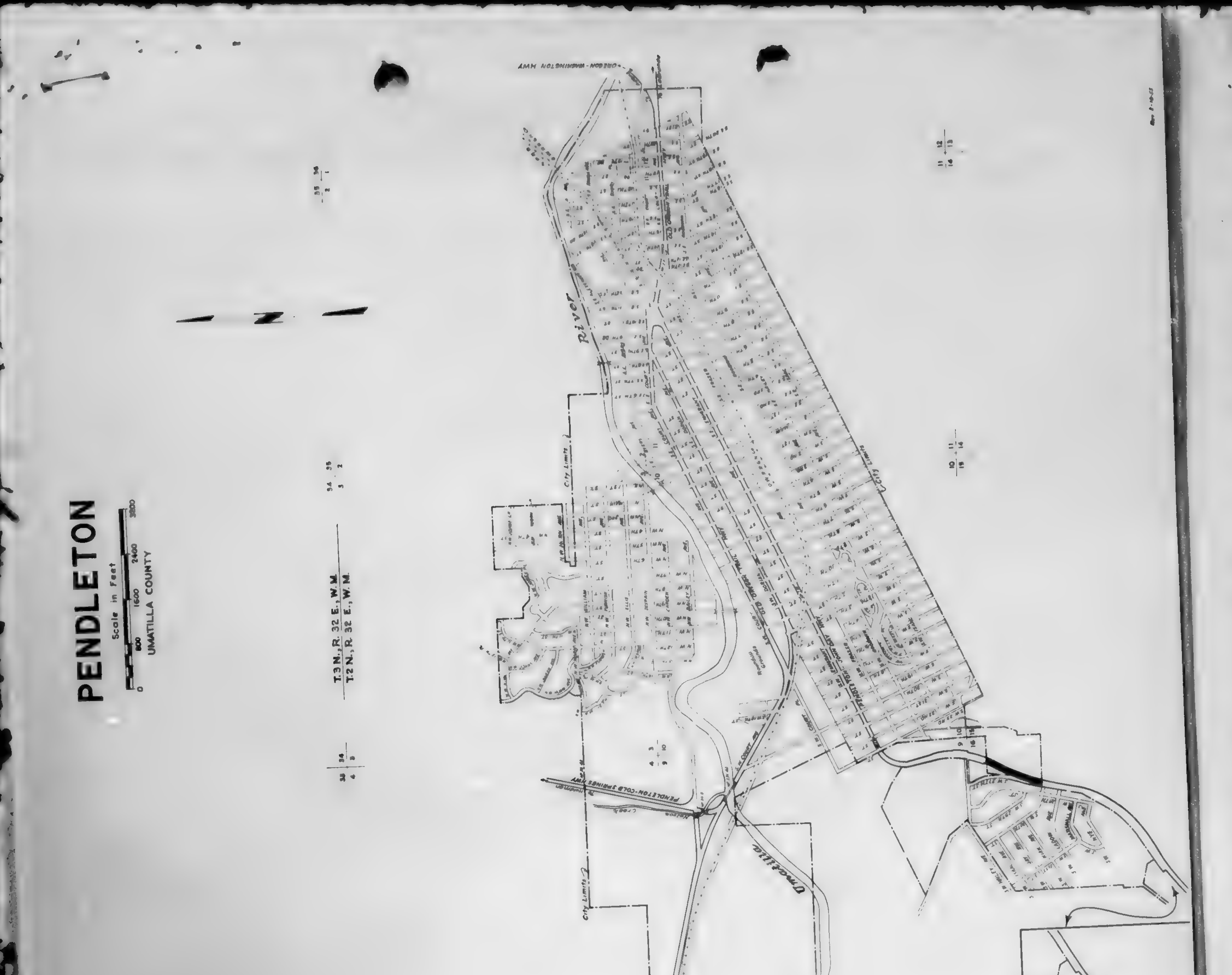
Very truly yours,

HBGlaisyer

H. B. Glaisyer, Secretary
OREGON STATE HIGHWAY COMMISSION

Att.

cc: Commissioners
Mr. W. C. Williams
Mr. C. W. Enfield
Mr. J. W. Cattrall


PENDLETON
Scale in Feet
0 800 1600 2400 3200
UMATILLA COUNTY
T.3 N., R. 32 E., W.M.
T.2 N., R. 32 E., W.M.
N
Umatilla River
OREGON-WASHINGTON HWY
PENDLETON-COLD SPRINGS HWY
OLD OREGON TRAIL HWY
PENDLETON AIRPORT
City Limits
Additional R/W Required

RECEIVED
MAY 29 1956
FOR FILING

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

406 STATE HIGHWAY BLDG.
SALEM, OREGON

OREGON DISTRICT F 155(5)
4781

08-35

May 17, 1956

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

We have today approved the P. S. and E. documents for Oregon Project F-155(5), North Unit, Pendleton-Pilot Rock Section of the Pendleton-John Day Highway. This is to authorize your advertising for bids.

Concurrence in award of contract will be withheld pending notification that all rights of way or rights of entry have been acquired.

Very truly yours,

C G Polk
C. G. POLK
District Engineer

RECEIVED
MAY 29 1956
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
MAY 4 - 1956
FOR FILING

F 155(5)

May 3, 1956

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

As a part of the Primary Highway Program, it is our desire to contract construction of the North Unit of the Pendleton-Pilot Rock Section of the Pendleton-John Day Highway.

This project was programmed previously under Program Item No. 198, Primary Program Supplement No. 21, but was subsequently withdrawn to release the funds for construction of the Middle Unit, Pendleton-Pilot Rock Section, Project No. F-155(4), Program Item 202, the improvement of which was considered more urgent. Sufficient funds have now become available and accordingly it is our desire to reprogram the project.

Data for the programming of the project is as follows:

| | |
|---|---|
| Item No. | 209 |
| County | Umatilla |
| Project No. | F-155(5) |
| FA Route No. | 30 |
| State Route No. | SH 28 |
| Termini | Pendleton to north end F-155(4) (North Unit, Pendleton-Pilot Rock Section) |
| Construction Cost: | |
| Total Cost | $500,000 |
| Federal Funds | 300,000 |
| State Funds | 200,000 |
| Other Funds | - - |
| Project Totals: | |
| Total Cost | $500,000 |
| Federal Funds | 300,000 |

Mr. C. O. Polk
May 3, 1956
Page 2

| | |
|---|---|
| Length | 5.10 miles |
| Character of Proposed Work | Grade and Drain<br>Two lane high type pavement with truck passing lanes on heavy grades.<br>One bridge, length 125 feet. |

Traffic data and other pertinent information were furnished with Item No. 198. A sketch map showing location of the project is enclosed herewith.

Very truly yours,

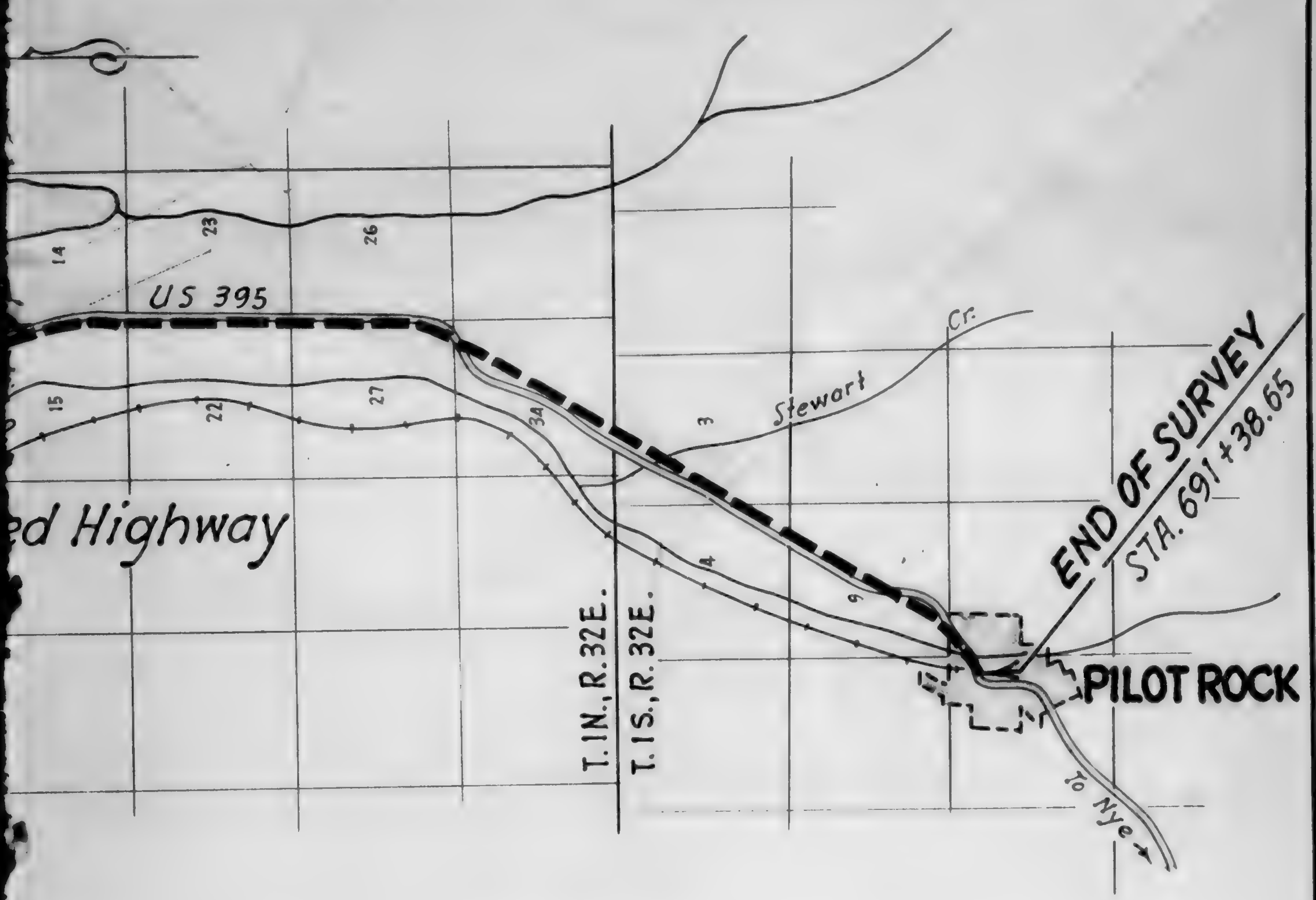
R. H. Baldock
State Highway Engineer

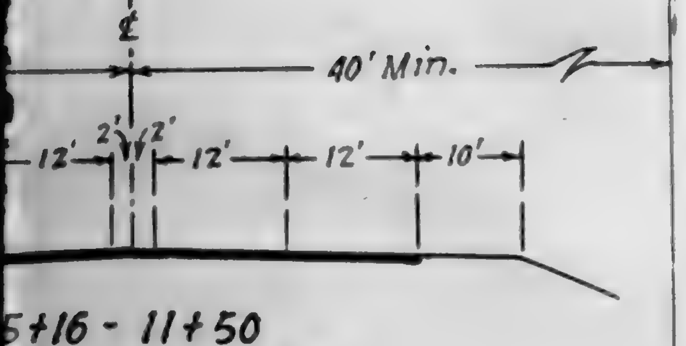
By

W. C. Williams
Deputy State Highway Engineer

WW:ia

1R-5-780





OREGON STATE HIGHWAY DEPARTMENT

Survey Approval Map

## PENDLETON - PILOT ROCK SECTION

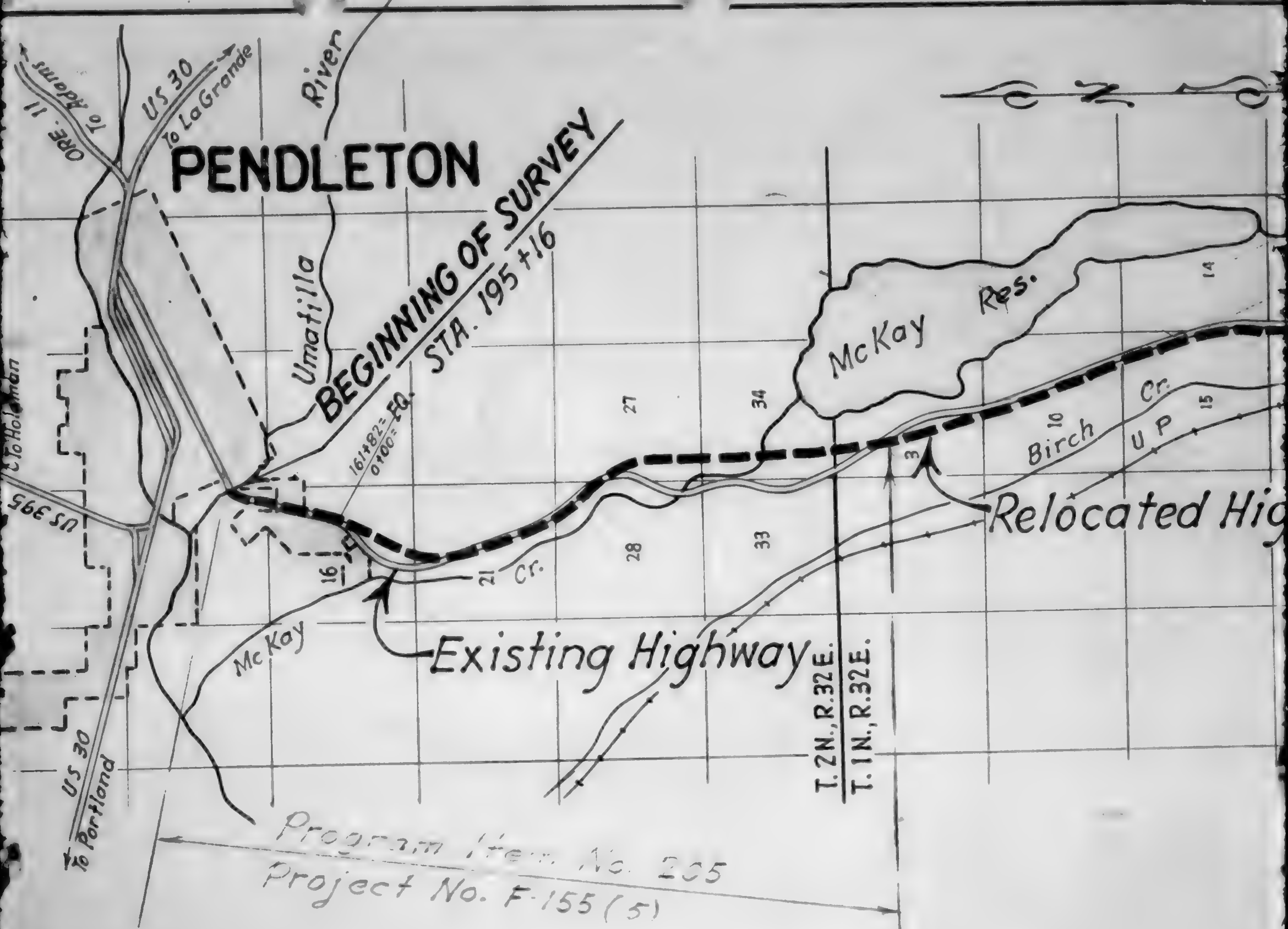
PENDLETON-JOHN DAY HIGHWAY

UMATILLA COUNTY

Scale: 1" = 1 Mile Aug., 1955

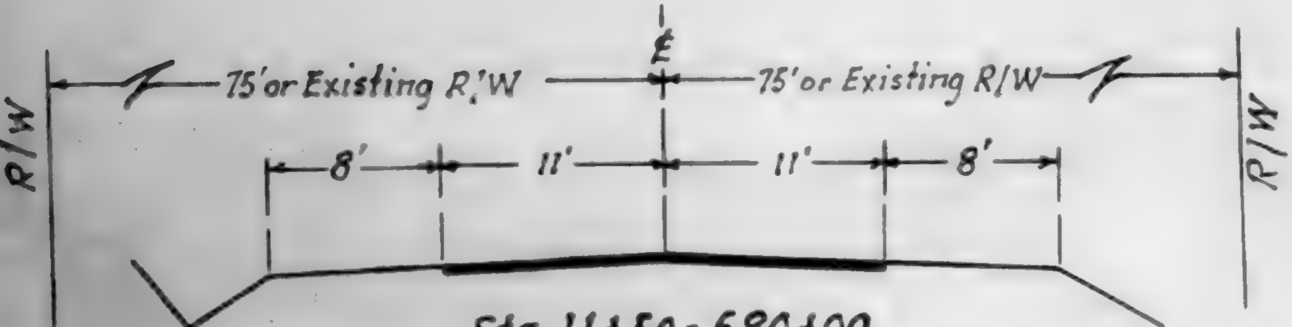
DRG. NO. 1R-5-780

1E-26-12

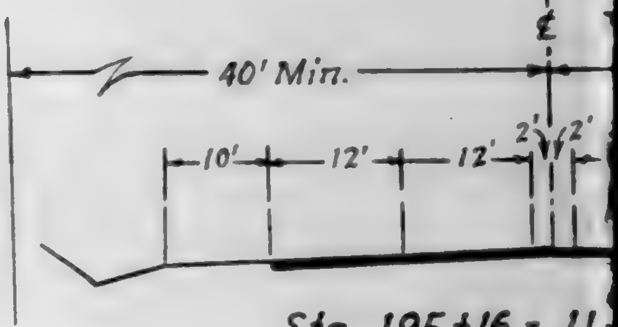


Program Item No. 205
Project No. F-155(5)

## TYPICAL SECTIONS



Sta. 11+50 - 680+00



Sta. 195+16 - 11
" 680+00 - 691

Note: Climbing Lane to be provided where necessary

37-1425 State-wide Aerial Photography 1956
Project.

#4782

*file*

OREGON STATE HIGHWAY DEPARTMENT
(date)
October 16, 1957

| | | | |
|---|---|---|---|
| (CONTRACT NO.) | (EST. NO.) | (CONTRACTOR) | |
| 4782 | 7 Final | Columbia Aerial Surveys, inc. | |
| (VOUCHER NO.) | (WARRANT NO.) | (AMOUNT) | (DATE) |
| 23525 | H194249 | $ 210.33 | Oct. 16, 1957 |

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

Gertrude Chapweske
ACCOUNTING DIVISION

Specified completion Date: **(a) when Max. allotment has been expended or**
**(b) July 31, 1957, whichever occurs first.**

Time Extensions: **Sept. 15, 1957**

Completion Date: **Sept. 15, 1957**

Date Accepted: **Oct. 1, 1957**

Penalties: **None of record**

Claims: **None of record**

Remarks:

Date: **Oct. 18, 1957**

To the Accounting Division:

Release of the above warrant is hereby authorized

H B Glaisyer
H. B. Glaisyer
Secretary

**Warrant Mailed:** OCT 18 1957
GC

NOTED ON CARD
em

RECEIVED
OCT 2 1957
FOR FILING

[illegible]

4782

Oct. 2, 1957

**CERTIFIED MAIL**

Maryland Casualty Co.
Baltimore 3
Maryland

Gentlemen:

State Highway Contract No. 4782 for Statewide Aerial Photography was completed by the contractor, Columbia Aerial Surveys, Inc., on Sept. 15, 1957, and was formally accepted by the Highway Commission on October 1, 1957.

Final payment in the amount of $210.88 will be released to the contractor on or after October 12, 1957. The total contract amount is $7,029.32, and no force account work was performed on the project.

The State is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the State assumes no responsibility for such claims should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

em

cc: Maryland Casualty Co.
P. E. Fowler, Agent
Equitable Bldg.
Portland, Oregon

NOTED ON CARD
em

FORM E-123

COMMISSIONERS
CHAS. H. REYNOLDS, CHAIRMAN
LA GRANDE
M. K. MCIVER, MEMBER
PORTLAND
ROBERT B. CHESSMAN, MEMBER
ASTORIA
H. B. GLAISYER, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

W. C. WILLIAMS
STATE HIGHWAY ENGINEER
FORREST COOPER
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
COUNSEL

RECEIVED
OCT 2 1957
FOR FILING
37-1425
4782

Oct. 1, 1957

Columbia Aerial Surveys, Inc.
336 N. Orchard St.
Boise, Idaho

Gentlemen:

The State Highway Commission at its meeting held on Oct. 1, 1957, had under discussion your request for an extension of time from July 31, 1957, to Sept. 15, 1957, within which to complete your Contract No. 4782, for State Wide Aerial Photography Project.

We are pleased to inform you that the State Highway Commission granted your request. The Commission's action was based upon the recommendation of the State Highway Engineer, whose report on the subject considered but did not necessarily adopt any of the reasons given by you for failure to complete the project within the specified time limit.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

em

cc: Tom Edwards
Walter T. Wright

NOTED ON CAR

RECEIVED
OCT 1 1957
~~FOR FILING~~

September 30, 1957

Request for extension of time
No. 3 and last
October 1 meeting

Oregon State Highway Commission

Gentlemen:

Herewith a request from the Columbia Aerial Surveys, Inc. for an extension of time on the Statewide Aerial Photography Contract No. 4782 from July 31, 1957 to September 15, 1957.

This was an "open contract" wherein the contractor took pictures only on specific orders from the engineer. Several orders were issued to the contractor late in the contract period, but, due to unforeseen unfavorable photographic conditions, he did not have sufficient time in which to complete our requests. The overrun was definitely caused by the State's request, and I am recommending that the extension be granted without penalty.

This is not a liquidated damages contract.

Very truly yours,

W. C. Williams
State Highway Engineer

Encl.
cc Mr. Tom Edwards

EAP:ob hi

A

RECEIVED
SEP 27 1957
FOR FILING

[illegible]

4782

September 26, 1957

**CERTIFIED MAIL**

Maryland Casualty Company
Baltimore 3, Maryland

Gentlemen:

The State Highway Commission is prepared to release semi-final payment to Columbia Aerial Surveys, Inc., in connection with Contract No. 4782, covering State-wide aerial photography project. This payment in the amount of $3,573.40 will be released to the contractor on or after October 7, 1957. The retained percentage is $210.88.

The State is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the State assumes no responsibility for such claims should there be any.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

CC:
Mr. P. E. Fowler
Equitable Building
Portland, Oregon

fp

NOTED ON CARD
fp

A

RECEIVED
MAR 18 1957
FOR FILING

57.445

4782

March 15, 1957

Maryland Casualty Company
Baltimore 3
Maryland

Gentlemen:

It is the intention of the State Highway Commission to release to Columbia Aerial Surveys, Inc. a portion of the funds heretofore retained by the Commission on contract No. 4782, covering the State Wide Aerial Photography Project .

This payment in the amount of $1,788.01 reduces the retained percentage to 3% of the total amount earned by the contractor, or the sum of $80.95. The present payment will be released on or after March 25, 1957.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Maryland Casualty Co.
P. E. Fowler, Agent
Equitable Bldg.
Portland, Oregon

NOTED ON CARD

gl

RECEIVED
MAR [illegible] 1957
FOR FILING
37-[illegible]
[illegible]

March 11, 1957

Columbia Aerial Surveys
Gowen Field
Boise, Idaho

Attention: H. D. Jenne

Gentlemen:

Reference is made to your letter concerning the ten per cent retention made in the first partial payment under your contract No. 4782.

We find it to be true that the contract calls for payment without retention and we will be glad to make correction in the next estimate to the extent that we can do so legally. Under the law we are prohibited from making payment of more than 97 per cent of the amount earned under any contract until "all work to be done under the contract is completed and accepted by the State Highway Commission".

Your contract is the first one of its kind that we have prepared and the incorporation of the provision referred to in your letter was a mistake. For this we are exceedingly sorry, but in view of the limitation in the law, we will be obliged to carry the three per cent retention in all payments prior to the final.

Correction for the seven per cent retained in the first estimate unnecessarily, will come about automatically when payment is made on estimate No. 2.

We trust that our mistake will be of no material inconvenience to you.

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

SHP:ia

Columbia Aerial Surve
GOWEN FIELD ☆ BOISE, IDAHO
AERIAL PHOTOGRAPHY FOR MAPPING, MOSAICS, TIMBER TYPING, ENGINEERING DEVELOPMENT
Howard C. Dahl
**Residence Phone 3-6919**

Oregon State Highway Department,
Salem,
Oregon.

Gentlemen:

Regarding the payment made by you on the first estimate on our contract number 4782.

The amount of the estimate was 921.80 which is correct. In making payment on the above estimate you have retained ten per cent which is in all probability the way most of your contracts are set up.

On this particular contract if you will look up the last paragraph on page three you will notice that the full amount on each completed and accepted area is to be paid.

We realize this error could easily be made and hope that you can correct it.

Thanking you for the payment we are,

Yours Respectfully,

RECEIVED
MAR 11 1937
OREGON
STATE HIGHWAY COMMISSION

A

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SEP 25 1956
FOR FILING

37-1425

4782

September 25, 1956

Columbia Aerial Surveys, Inc.
336 North Orchard St.
Boise, Idaho

Gentlemen:

We enclose herewith for your files a fully executed copy of contract No. 4782, which was awarded to you by the State Highway Commission on August 16, covering State Wide Aerial Photography Project.

We are also sending a copy of this contract to the surety on your bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encl.

1

RECEIVED
AUG 20 1956

FOR FILING

57-1435

4782

August 20, 1956

Columbia Aerial Survey, Inc.
336 N. Orchard
Boise, Idaho

Gentlemen:

The State Highway Commission on August 16, 1956 awarded to you State Highway Contract No. 4782 for the State-wide Aerial Photography Project on designated areas within the state.

This award was based on your bid of $5,980, which was the low bid submitted to the Commission on that day for this project. Contract forms will be sent to you for execution within the next few days.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

blm

cc: Tom Edwards
S. H. Probert
R. G. Savage, SIAC

RECEIVED
AUG 21 1956
FOR FILING

37-1425

4782

Salem, Oregon
August 20, 1956

Mr. John G. Herr
Accounting Department
Salem, Oregon

We have in the safe Certified Check No. 4433 from Delano Aerial Surveys, Portland, in the amount of $500.00, submitted as a proposal guaranty with their bid on the Statewide Aerial Photography Project. This bid was submitted on August 16, 1956 and is Contract No. 4782.

OREGON STATE HIGHWAY COMMISSION

Secretary

fp

cc G. Lewis

4-3311 Fort Stevens State Park Latrine.1956
#4783

A

RECEIVED
DEC 21 1956
FOR FILING
4-3311

OREGON STATE HIGHWAY DEPARTMENT
(date)
December 10, 1956

| | | | |
|---|---|---|---|
| (CONTRACT NO.) 4783 | (EST. NO.) | (CONTRACTOR) | |
| 4783 | 3-Final | P. S. Lord Mechanical Contractors | |
| (VOUCHER NO.) | (WARRANT NO.) | (AMOUNT) | (DATE) |
| 26126 | H-167279 | $ 1,782.45 | 12/10/56 |

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

Keith Rawlings
ACCOUNTING DIVISION

Specified completion Date: 80 Workdays from 8-30-56

Time Extensions: None

Completion Date: Nov. 12, 1956

Date Accepted: Dec. 17, 1956

Penalties: None of record

Claims: None of record

Remarks:

Date: 12-20-56

To the Accounting Division:

Release of the above warrant is hereby authorized

H B Glaisyer
H. B. Glaisyer
Secretary

NOTED ON CARD

Warrant Mailed: DEC 20 1956

Keith Rawlings

RECEIVED
NOV 30 1956
FOR FILING

[illegible]

4783

November 30, 1956

CERTIFIED MAIL

Saint Paul-Mercury Indemnity Co.
Northwest Branch Office
Mills Building
San Francisco 6, Calif.

Gentlemen:

State Highway Contract No. 4783 for constructing the Fort Stevens State Park Latrine in Clatsop County was completed by the contractor, P.S. Lord Mechanical Contractors, on November 12, 1956 but has not as yet been accepted by the Highway Commission.

Final payment in the amount of $1,782.45 will be released to the contractor after acceptance by the Highway Commission. The total contract amount is $9,590.00 and no force account work was performed on the project.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor.

Very truly yours

H. B. Glaisyer, Secretary
OREGON STATE HIGHWAY COMMISSION

By

Assistant Secretary

gl

cc: Commerce Investment, Inc.
Commerce Bldg.
Portland, Oregon

NOTED ON CARD

RECEIVED
OCT 15 1956
FOR FILING

4-2-11

[illegible]

1/27/56
4-7

October 5, 1956

Barzee, Leedy & Erwin
Attorneys at Law
1300 American Bank Building
Portland 5, Oregon

Attention: Mr. Robert A. Leedy

Gentlemen:

Further reference is made to your letter of August 20, 1956, transmitting a written protest of Merrell Steel Building, Inc., to the award of contract for the construction of a latrine at Fort Stevens State Park in Clatsop County, Oregon. Merrell Steel Building, Inc., protested the award of the contract to P. S. Lord Mechanical Contractors, whose bid was higher than that submitted by Merrell Steel Building, Inc.

Your letter and that of the Merrell Steel Building., Inc., were presented to the State Highway Commission at its meeting on September 27. The Commission decided not to reaward the contract for reasons stated in my letter to you dated August 21.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

HBG:esm

agenda
9/27

AGENDA
SEP 27 1956
4-f

Aug. 21, 1956

Barnes, Leedy & Erwin
Attorneys at Law
1300 American Bank Building
Portland 5, Oregon

Attention: Mr. Robert A. Leedy

Gentlemen:

This acknowledges your letter of August 20, 1956 transmitting to the State Highway Commission a letter from Merrell Steel Building, Inc. in which protest is made against award of a contract to F. S. Lord Mechanical Contractors for construction of a latrine at Fort Stevens State Park, Clatsop County, bids for which were received by the State Highway Commission at its meeting on August 16, 1956.

It is true the bid submitted by Merrell Steel Building, Inc. for this job was the low bid received; however, inspection of the proposal bond submitted with it disclosed that it was not signed by the principal. The Highway Commission has been advised by its Legal Counsel that it cannot accept a proposal that is not signed properly by the contractor or the surety. Accordingly, in conformity with its long-established policy on such matters, the bid was not read. It was returned to Merrell Steel Building, Inc. yesterday together with the proposal bond.

Similar mistakes have been made by other contractors in the past, and all have been handled in the same manner. I am certain that the Highway Commission will not see fit to change its established policy, nonetheless, I shall bring your letter and that of the Merrell Steel Building, Inc. to the attention of the members.

Incidentally, the Commission regrets that the contractor overlooked signing the bond.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMM.

HBG:jmc
cc: Merrell Steel Building, Inc.
2207 N. W. Front Avenue
Portland, Oregon

Commissioners
W. C. Williams

S+L

BARZEE, LEEDY & ERWIN
ATTORNEYS AT LAW
1300 AMERICAN BANK BUILDING
PORTLAND 5, OREGON
CAPITOL 8-6464

HUGH L. BARZEE
ROBERT A. LEEDY
WARDE H. ERWIN
HERMAN L. LIND, JR.

August 20, 1956

Oregon State Highway Commission
Salem, Oregon

Gentlemen:

We hand you herewith written protest of Merrell Steel Building, Inc., with reference to contract for latrine construction at Fort Stevens State Park in Clatsop County, Oregon.

We are advised that this contract was awarded to P. S. Lord on August 16, 1956, as low bidder in the sum of $9690.00.

Our client advises that it submitted a lower bid and that its bid was rejected because of an omission of a signature upon the bid bond. It is our further understanding that the bid bond was duly executed in all respects by the surety and on that account we believe that the signature of the bidder was not a prerequisite but that its omission was immaterial.

We will appreciate your consideration of this protest on behalf of our client.

Very truly yours,

Robert A. Leedy
of BARZEE, LEEDY & ERWIN

RAL:bw
Encl. 1

RECEIVED
AUG 21 1956
OREGON
STATE HIGHWAY COMMISSION

ACKNOWLEDGED
H. B. GLAISYER

Portland, Oregon
August 17, 1956

Oregon State Highway Commission
Imperial Hotel
Portland, Oregon

Gentlemen:

The undersigned is informed that on August 16, 1956, contract for latrine construction at Fort Stevens State Park in Clatsop County, Oregon, was awarded to P. S. Lord as low bidder in the sum of $9690.00

The undersigned submitted a lower bid than that of P. S. Lord and is advised that his bid was not considered because of the omission of a signature from the bid bond. Protest is hereby made against such claimed disqualification and request made for reconsideration of the action taken. Upon such reconsideration, said contract to be awarded to the undersigned as the low bidder.

It is further submitted that the omission referred to is immaterial and does not invalidate the bond nor disqualify the bid.

Very truly yours,

MERRELL STEEL BUILDING, INC.

BY: W. W. Merrell

RECEIVED
SEP 12 1956
FOR FILING

2-238

4783

September 11, 1956

P. S. Lord Mechanical Contractors
4507 S. E. Milwaukie Avenue
Portland 2, Oregon

Gentlemen:

We enclose herewith for your files a fully executed copy of contract No. 4783, which was awarded to you by the State Highway Commission on August 16, for constructing the Fort Stevens State Park Latrine in Clatsop County.

We are also sending a copy of this contract to the surety on your performance bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encl.

RECEIVED
AUG 20 1956
FOR FILING

4-3211

4783

August 20, 1956

L. S. Lord Mechanical Contractors
4507 S. E. Milwaukie
Portland, Oregon

Gentlemen:

The State Highway Commission on August 16, 1956 awarded to you State Highway Contract No. 4783 for construction of a latrine at Fort Stevens State Park in Clatsop County.

This award was based on your bid of $9,690, which was the low bid submitted to the Commission on that day for this project. Contract forms will be sent to you for execution within the next few days.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

blm

cc: Tom Edwards
S. H. Probert
R. G. Savage, SIAC
P. M. Stephenson
C. H. Armstrong

6-1066 Broadway-Front St. (Coos Bay) 1956
Connection.
#4784

6-1066 Broadway-Front St. (Coos Bay) 1956
Connection.

#4784

RECEIVED
MAY 21 1957

FOR FILING
6-1166

4784

May 20, 1957

Mr. Porter W. Yett
6500 N. E. Ainsworth St.
Portland 13, Oregon

Dear Sir:

Reference is made to your letter of May 17, 1957, requesting verification of quantities for work performed on contracts 4784 and 4733.

The quantities in your record are correct with one very slight discrepancy. The total paid on Item 23, Contract 4773, 8th Street-14th Street (Coos Bay) is 89.582 tons, or .002 tons more than your record.

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

DHP:ia

[illegible] PLANT—ROCKY POINT, OREGON
SHIPMENTS BY BARGE, TRUCK OR RAIL

**PORTER W. YETT**
*Contractor*

READY-MIXED CONCRETE • CEMENT • CRUSHED STONE • SAND, GRAVEL AND SCREENINGS • ASPHALT AND CONCRETE PAVING

6500 N. E. AINSWORTH ST. PHONE ATLANTIC 2-3251 PORTLAND 13, OREGON

May 17, 1957

Mr. D. B. Parkes
Oregon State Highway Building
Salem, Oregon

Dear Mr. Parkes:

In 1956 we performed work for A. T. Fox, North Bend, Oregon, on the following contracts: No. 4784 - Broadway-Front St. Conn. (Coos Bay) and No. 4773 - 8th Street-14th Street (Coos Bay) Section.

Attached hereto is the Items in which we were involved and the total quantities for which we have been paid.

We would appreciate very much if you would check the quantities of the listed items on the final estimate made to A. T. Fox and verify the quantities as per attached record,or advise us of the correct quantities if they are not in agreement.

Very truly yours,

PORTER W. YETT

By Porter W. Yett

PWY/c

Enc. (1)

DESIGNERS OF CONCRETE STONE AND GRAVEL PLANTS

Contract No. 4784 - Broadway-Front St. Conn. (Coos Bay)

| | | |
|---|---|---|
| Item 16 | Class B Asphaltic Concrete in Place | 150.915 Tons |

Contract No. 4773 - 8th Street - 14th Street (Coos Bay) Section:

| | | |
|---|---|---|
| Item 22 | Asphaltic Concrete Mixture | 1,493.025 Tons |
| Item 23 | 85/100 Asphalt in Mixture | 89.58 Tons |

RECEIVED
JAN [illegible] 1957
FOR FILING

6-1066

A

OREGON STATE HIGHWAY DEPARTMENT
(date)
January 16, 1957

| (CONTRACT NO.) | (EST. NO.) | (CONTRACTOR) | |
|---|---|---|---|
| 4784<br>4784 | 3 Final | A. T. Fox | |
| (VOUCHER NO.) | (WARRANT NO.) | (AMOUNT) | (DATE) |
| 432 | H170521 | $ 500.00 | 1/16/57 |

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

F. Cole
ACCOUNTING DIVISION

---

Specified completion Date: 20 Workdays from 9-1-56

Time Extensions: Overrun of 6 working days - Liquidated Damages assessed

Completion Date: Oct. 17, 1956

Date Accepted: Nov. 8, 1956

Penalties: Liquidated Damages assessed for 6 days overrun

Claims: None of record

Remarks:

---

Date: 1-18-57

To the Accounting Division:

Release of the above warrant is hereby authorized

H. B. Glaisyer
Secretary

Warrant Mailed:
JAN 18 1957

RECEIVED
JAN 8 - 1957
FOR FILING

6-1886

4751

January 8, 1957

CERTIFIED MAIL

General Casualty Company of America
Portland Service Office
209 S.W. Fourth Ave.
Portland 4, Oregon

Attention: Mr. G. H. Burnett

Dear Sir:

State Highway Contract No. 4784 for work performed on the Broadway-Front Street Connection (Coos Bay) Section of the Oregon Coast Highway in Coos County was completed by the contractor, L. T. Fox, on October 17, 1956 and was formally accepted by the Highway Commission on November 8, 1956.

Final payment in the amount of $500.00 will be released to the contractor on or after January 18, 1957. The total contract amount is $7,430.03 and no force account work was performed on the project.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

NOTED ON CARD

A

RECEIVED
DEC 5 1956
FOR FILING

6-466

4784

December 5, 1956

Mr. A. T. Fox
1735 Virginia St.
North Bend, Oregon

Dear Sir:

At its meeting held November 8, 1956 the State Highway Commission considered your request for an increase, without assessment of liquidated damages, in the number of workdays specified for completion of the work provided for in contract No. 4784 on the Broadway-Front Street Connection (Coos Bay) Section of the Oregon Coast Highway in Coos County.

A complete report concerning the matter was presented to the Highway Commission by the State Highway Engineer, and the Commission considered your request in light of all of the facts and circumstances disclosed in the report and in your request. After carefully reviewing all available information, the Highway Commission concluded that an increase in the number of workdays specified for the completion of the work, without assessment of liquidated damages, was not warranted, and therefore denied your request.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: F. D. Morgan,
Division Engineer

John Gunter,
Resident Engineer

Tom Edwards,
Construction Engineer

RECEIVED
DEC 3 1956

FOR FILING

6-[illegible]

4784

December 3, 1956

CERTIFIED MAIL

General Casualty Company of America
Portland Service Office
209 S. W. Fourth Ave.
Portland 4, Oregon

Attention: Mr. G. H. Burnett

Dear Sir:

The State Highway Commission is prepared to release semi-final payment to A. T. Fox in connection with contract No. 4784, covering the Broadway-Front Street Connection (Coos Bay) Section of the Oregon Coast Highway in Coos County. This payment in the amount of $1,903.91 will be released to the contractor on or after December 13, 1956. The retained percentage is $500.00.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

Very truly yours

H. B. Glaisyer, Secretary
OREGON STATE HIGHWAY COMMISSION

By

Assistant Secretary

gl

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OCT 30 1956
FOR FILING

October 24, 1956

Oregon State Highway Commission

Request for extension of time
No. 16
November 2 and 9 meeting

Gentlemen:

Contractor A. T. Fox, who has the project on the Broadway-Front Street connection in Coos Bay under Contract No. 4784, has requested an extension of time to October 20, 1956. The contract was awarded August 16, 1956, and contained a fixed and liquidated damage clause of $30 per working day. The project was actually completed on October 17, 1956, an overrun of six working days.

It is recommended that the fixed and liquidated damage of $30 a day for the six days overrun, totaling $180, be collected.

Very truly yours,

W. C. Williams
State Highway Engineer

cc Mr. Tom Edwards

FC:me fn

RECEIVED
OCT 30 1956
FOR FILING

October 24, 1956

Oregon State Highway Commission

Request for extension of time
No. 16
November 8 and 9 meeting

Gentlemen:

Contractor A. T. Fox, who has the project on the Broadway-Front Street connection in Coos Bay under Contract No. 4784, has requested an extension of time to October 20, 1956. The contract was awarded August 16, 1956, and contained a fixed and liquidated damage clause of $30 per working day. The project was actually completed on October 17, 1956, an overrun of six working days.

It is recommended that the fixed and liquidated damage of $30 a day for the six days overrun, totaling $180, be collected.

Very truly yours,

W. C. Williams
State Highway Engineer

cc Mr. Tom Edwards

FC:me fn

Form E-1—10M—6-56

OREGON STATE HIGHWAY DEPARTMENT

# Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending October 20, 1956

Section Broadway-Front St. (Coos Bay Conn).
Highway Oregon Coast
Contractor A.T.Fox
Date of contract August 16, 1956
Date work started Sept. 6, 1956
Project authorization $13,451.63
Exclusive of Engineering $12,495.07

Kind of work Grade & Pave.
Section prefix 6-1066
Contract number 4784
Date of completion 20 Workdays Beg. Sept 1, 1956
Estimated date of completion Oct. 19, 1956
Per cent of time elapsed 130%

Estimated cost of completed project, exclusive of engineering $12,495.07
Estimated per cent ###### or underrun 50%
Per cent of contract completed, based on total contract price 100%
Engineering authorization $956.56
Engineering cost to date $750.00, 76%
Date project was completed October 17, 1956

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Contractor completed placement of Concrete traffic Island on Tuesday Oct. 16

Clean up completed Wednesday.

L. R. Chandler Asst. Div. Engr. over project Thurs. Oct 18.

This will be the final report.

Noted
M. N. Juve

NOTED
FORREST [illegible]

NOTED
L. H. Young

NOTED
C. E. PAULSEN

NOTED
D. J. BARBEE

NOTED
V. D. WOLFE

RECEIVED
OCT 22 1956
OFFICE OF
CONSTRUCTION [illegible]

Signed John L. Gender
Address Box 496 North Bend, Oregon

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

State Printing 96633

|  | GRADING | SURFACING | MAINTENANCE MATERIALS | OIL AND BITUMINOUS MACADAM | PAVING |
|---|---|---|---|---|---|
| Miles in project | 0.08 | 0.08 |  | 0.08 | 0.08 |
| Miles partially completed |  |  |  |  |  |
| Miles completed | .08 | .08 |  | 0.08 | 0.08 |
| Total estimated quantities (contract) | 120 | 300 |  |  | 210 Ton |
| Total quantities corrected to date | " | 145 |  |  | 150 |
| Estimated quantities moved or placed to date | " | 145 |  |  | 150 |
| Average daily quantities |  |  |  |  |  |
| Average daily quantities necessary to complete project on time |  |  |  |  |  |
| Number shifts per day | 1 |  |  |  |  |
| Hours per shift | 8 |  |  |  |  |
| Average force on project for week | 5 |  |  |  |  |

|  |  |
|---|---|
| Men | 4 |
| Supervision | 1 |
| Men and trucks under 3 tons |  |
| Men and trucks over 3 tons |  |
| Men and tractors |  |

Equipment used during week: Shovels ........., Power graders ........., Rollers ........., Mixers ........., Crushing or screening plants .........

Compressors ........., Bulldozers ........., Compaction rollers ........., . . . . ........., . . . . ........., . . . . .........

|  | WEATHER | HRS. DELAY | CAUSE OF DELAY |
|---|---|---|---|
| Sunday | Fair |  |  |
| Monday | Cloudy |  |  |
| Tuesday | " |  |  |
| Wednesday | Rain |  |  |
| Thursday | Rain |  |  |
| Friday | Fair |  |  |
| Saturday |  |  |  |

RECEIVED
SEP 12 1956
FOR FILING

6-R-6

4784

September 11, 1956

Mr. A. T. Fox
1735 Virginia St.
North Bend, Oregon

Dear Sir:

We enclose herewith for your files a fully executed copy of contract No. 4784, which was awarded to you by the State Highway Commission on August 16, covering the Broadway-Front Street Connection (Coos Bay) Section of the Oregon Coast Highway in Coos County.

We are also sending a copy of this contract to the surety on your performance bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encl.

RECEIVED
AUG 20 1956
FOR FILING

6-1066

4784

August 20, 1956

Mr. A. T. Fox
P. O. Box 83
North Bend, Oregon

Dear Sir:

The State Highway Commission on August 16, 1956 awarded to you State Highway Contract No. __4784__ for grading and paving on the Broadway-Front St. (Coos Bay) Connection in Coos Bay, in Coos County.

This award was based on your bid of $11,057, which was the low bid submitted to the Commission on that day for this project. Contract forms will be sent to you for execution within the next few days.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

blm

cc: Tom Edwards
S. H. Probert
R. G. Savage, SIAC

ER-8(1) Milo-Corn Creek Sec. of the 1956
Tiller-Trail Hwy.

#4785

A

ER-F(1)
4785

OREGON STATE HIGHWAY DEPARTMENT
(date)
November 26, 1956

| (CONTRACT NO.) | (EST. NO.) | (CONTRACTOR) | |
|---|---|---|---|
| 4785 | 2-Final | Rugert & Fish | |
| (VOUCHER NO.) | (WARRANT NO.) | (AMOUNT) | (DATE) |
| 25153 | H-166291 | $ 5[illegible] | 11/26/56 |

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

Ruth Rawlings
ACCOUNTING DIVISION

---

Specified completion Date: 32 Workdays from 9-1-56

Time Extensions: None

Completion Date: Sept. 20, 1956

Date Accepted: Nov. 8, 1956

Penalties: None of record

Claims: None of record

Remarks:

---

Date: 11-27-56

To the Accounting Division:

Release of the above warrant is hereby authorized

NOTED ON CARD
31

H. B. Glaisyer
Secretary
By Floyd Query
Floyd Query, Ass't.Secretary

Warrant Mailed: NOV 27 1956

Ruth Rawlings

A

RECEIVED
NOV 19 1956
FOR FILING

[illegible]

[illegible]

November 16, 1956

CERTIFIED MAIL

New Amsterdam Casualty Company
227 St. Paul Street
Baltimore 3, Maryland

Gentlemen:

State Highway contract No. 4785 for work performed on the Milo-Corn Creek Section of the Tiller-Trail Secondary Highway in Douglas County was completed by the contractor, Rupert & Fish, on September 20, 1956, and was formally accepted by the Highway Commission on November 8, 1956.

Final payment in the amount of $500.00 will be released to the contractor on or after November 26, 1956. The total contract amount is $8,809.33, of which amount $345.24 represents force account items.

The State is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the State assumes no responsibility for such claims should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor on this project.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

dc

cc: New Amsterdam Casualty Co.,
M. M. Cairns
304 Chestnut St.,
Roseburg, Oregon

noted on card
DC

A

RECEIVED
OCT 10 1956
FOR FILING

[illegible]

47[illegible]

October 9, 1956

Rupert & Fish
Box 122
Days Creek, Oregon

Gentlemen:

We enclose herewith for your files a fully executed copy of contract No. 4785, which was awarded to you by the State Highway Commission on August 16, for embankment repair on the Milo-Corn Creek Section of the Tiller-Trail Highway in Douglas County.

We are also sending a copy of this contract to the surety on your performance bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encl.

4

RECEIVED
OCT 18 1956
FOR FILING

ER-8 (1)

4785

October 3, 1956

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

We are forwarding two copies of project agreement, signed by the Highway Commission, for the Milo-Corn Creek Section, Project No. ER-8(1).

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

RHC:ia

# PROJECT AGREEMENT

DESCRIPTION: (JOB, SECTION AND HIGHWAY)

Milo-Corn Creek Section
Tiller Trail Highway
Douglas County

NATURE OF WORK:

Loose Riprap

CONTRACT NUMBER, CONTRACTOR AND DATE OF AWARD:

| | | |
|---|---|---|
| 4785 | Rupert & Fish | 8-16-56 |

DATE OF COMPLETION:

32 Workdays from 9-1-56

REMARKS:

CPR8-2225

Form PR 2 (Revised 1950)

State Oregon

Project No. ER-8(1)

U. S. DEPARTMENT OF COMMERCE

## BUREAU OF PUBLIC ROADS

# PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 28th day of September, 1956, by and between The Oregon State Highway Commission, constituting for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Commissioner of Public Roads, Bureau of Public Roads, Department of Commerce, hereinafter called the Commissioner, pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), and acts amendatory thereof or supplementary thereto:

Whereas the Highway Department of said State submitted on the 8th day of February, 1956, a program, which was approved on the 15th day of February, 1956, for the project hereinafter described; and

Whereas the Highway Department, in accordance with the regulations promulgated for the administration of the act, has furnished surveys, plans, specifications, and/or estimates for said project; and

Whereas the District Engineer of the Bureau of Public Roads approved said surveys, plans, specifications, and/or estimates on the 4th day of May, 1956, and the sum of five thousand and 00/00 dollars ($5,000.00) as the share of the United States payable under said act on account of said project which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Commissioner do hereby mutually agree as follows:

## FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department for said project have been made available in the following manner, to wit:

(*a*) By the State Chapter 175, Laws 1917; Chapter 31, Laws 1920; Chapter 529, Laws 1939. (Include date and citation of act of legislature by which authorized)

(*b*) From other sources

(State how placed under direct control of Highway Department)

## WORK EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following work as described in detail in said surveys, plans, specifications, and/or estimates:

~~Between~~ Flood damage repair between Stations 931+18 and 942+22, west of Tiller,

, length 0.209 miles, in Douglas County, being Oregon project No. ER-8(1), consisting of 0.209 miles of roadway and no bridges, ~~each~~ of more than 20 feet clear span, ~~of a mile in length.~~

## CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are by reference made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Bureau of Public Roads and in accordance with the laws of said State, Federal regulations hereinbefore mentioned, and the following conditions:

(*a*) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account shall be approved by the Bureau of Public Roads.

## UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the work covered by this agreement shall not in any event exceed the sum of five thousand and 00/100 dollars ($5,000.00), which does not exceed the authorized Federal pro rata share of eleven thousand, one hundred forty five and 20/100 dollars ($11,145.20), the approved total estimated cost of said project.

## PAYMENTS

ARTICLE V. As the work on said project progresses, the Bureau of Public Roads shall from time to time submit vouchers to the Secretary of the Treasury for the payment to the State Treasurer (Official or depository) hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of Oregon (Name) of such sums as shall not, together with previous payments, exceed the United States pro rata share as above specified, of the value, as determined by the Bureau of Public Roads after inspection and approval, of the labor and materials which have actually been put into said work in compliance with the requirements of Article III hereof.

The Commissioner reserves the right to withhold such sum as he may deem necessary to insure completion of the work in compliance with this agreement.

## MAINTENANCE OF PROJECT

ARTICLE VI. The Highway Department will maintain said project in compliance with said act of July 11, 1916, and acts amendatory thereof or supplementary thereto, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: (Include reference to statute authorizing Chapter 529, Laws 1939. funds and probable amount annually available)

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project.

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. 112.

In witness whereof the parties have hereunto affixed their signatures as of the day and year first above written.

OREGON STATE HIGHWAY COMMISSION
(Official title of Highway Department)

By Ben R Chandler
Chairman, State Highway Commission
(Title of officer)

By Chas H Reynolds
Member, State Highway Commission
(Title of officer)

By
Member, State Highway Commission
(Title of officer)

By
(Title of officer)

By
(Title of officer)

Attest: H B Glaisyer
SECRETARY

RECOMMENDED FOR APPROVAL:

STATE HIGHWAY ENGINEER

COMMISSIONER OF PUBLIC ROADS,

By
*Division Engineer,*
*Bureau of Public Roads.*

RECEIVED
SEP 24 1956
OREGON DISTRICT

August 28, 1956

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

We are enclosing four copies of estimate as a basis for project agreement for the Milo-Corn Creek Section, Project No. ER-8(1).

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

[illegible]:ch

August 28, 1956

Mr. C. G. Pelk
District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

We are enclosing four copies of estimate as a basis for project agreement for the Milo-Corn Creek Section, Project No. ER-8(1).

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

JMH:eh

Oregon State Highway Department

Federal Aid
Project No. ER-8(1)

MILO-CORN CREEK SECTION OF THE

TILLER TRAIL HIGHWAY IN DOUGLAS COUNTY

(Estimate as a basis for project agreement. Based on low bid prices.)

Salem, Oregon, August 27, 1956

Type Code 0010
Roadway (Sta. 931+18 to Sta. 942+22) (Contract No. A785)

| | | | |
|---|---|---|---|
| 3,400 cu. yds. | Loose Riprap | $2.98 | $10,132.00 |
| | Subtotal | | $10,132.00 |
| | 10% Engr. & Cont. | | 1,013.20 |
| | Total | | $11,145.20 |

Length of Roadway 0.209 mile
Cost of Roadway per Mile $53,326.31

| | |
|---|---|
| Federal Funds | $ 5,000.00 |
| State Funds | 6,145.20 |
| | $11,145.20 |

State Funds For Const.: Chap. 175, Laws 1917; Chap. 31, Laws 1920; Chap. 529, Laws 1939.

State Funds For Maint.: Chap. 529, Laws 1939.

Oregon State Highway Department

Federal Aid
Project No. ER 8(1)

## MILO-CORN CREEK SECTION OF THE
## TILLER TRAIL HIGHWAY IN DOUGLAS COUNTY

(Estimate to accompany plans and specifications. Not as a basis for project agreement.)

Salem, Oregon, April 20, 1956

Type Code 0010
Roadway (Sta. 931+18 to Sta. 942+22)

| | | | |
|---|---|---|---|
| 3,400 cu. yds. | Loose Riprap | $ 3.00 | $ 10,200.00 |
| | Subtotal | | $ 10,200.00 |
| | 10% Engr. & Cont. | | 1,020.00 |
| | Total | | $ 11,220.00 |

Length of Roadway 0.209 Mile
Cost of Roadway per Mile $53,684.21

| | |
|---|---|
| Federal Funds . . . . . . . . . . . . . . . . . . . . . . . . . . . . | $ 5,000.00 |
| State Funds . . . . . . . . . . . . . . . . . . . . . . . . . . . . . | 6,220.00 |
| | $ 11,220.00 |

Oregon State Highway Department

Federal Aid
Project No. ER 8(1)

## MILO-CORN CREEK SECTION OF THE
## TILLER TRAIL HIGHWAY IN DOUGLAS COUNTY

(Estimate to accompany plans and specifications. Not as a basis for project agreement.)

Salem, Oregon, July 31, 1956

Type Code 0010
Roadway (Sta. 931+18 to Sta. 942+22)

| | | | |
|---|---|---|---|
| 3,400 cu. yds. | Loose Riprap | $3.30 | $11,220.00 |
| | Subtotal | | $11,220.00 |
| | 10% Engr. & Cont. | | 1,122.00 |
| | Total | | $12,342.00 |

Length of Roadway 0.209 Mile
Cost of Roadway Per Mile $59,052.63

| | |
|---|---|
| Federal Funds. . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . | $ 5,000.00 |
| State Funds. . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . | 7,342.00 |
| | $12,342.00 |

State Funds for Const.: Chap. 175, laws 1917; Chap. 31, laws 1920;
Chap. 529, laws 1939.

State Funds for Maint.: Chap. 529, laws 1939.

A

Form E-1—10M—6-56

OREGON STATE HIGHWAY DEPARTMENT

ER-7 (1)
4785

# Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending September 28, 1956

Section Milo-Corn Creek

Kind of work Embankment Repair

Highway Tiller - Trail

Section prefix 110-1129

Contractor Rupert & Fish

Contract number 4785

Date of contract August 16, 1956

Date of completion 32 days begin Sept. 1, 1956

Date work started September 1, 1956

Estimated date of completion September 20, 1956

Project authorization $ 11,511.00

Exclusive of Engineering $ 10,232.00

Per cent of time elapsed 59.5 %

Estimated cost of completed project, exclusive of engineering $ 9,074.53

Estimated per cent XXXXX or underrun 85.9 % 10.1

Per cent of contract completed, based on total contract price 100 %

Engineering authorization $ 818.50

Engineering cost to date $ 725.00, 88.6 %

Date project was completed September 20, 1956

---

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Contractor did not move out equipment as reported on last week's report instead he moved it out September 27 .

Semi-Final estimate 50% finished.

NOTED
[illegible]

NOTED
L. H. Young

NOTED
FORREST COOPER

RECEIVED
OCT 1 1956
OFFICE OF
CONSTRUCTION ENGINEER

Signed
R. L. Lammert

Address P. O. Box 604, Canyonville, Oregon

NOTED
V. D. WOLFE

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

State Printing 98633

| | GRADING | SURFACING | MAINTENANCE MATERIALS | OIL AND BITUMINOUS MACADAM | PAVING |
|---|---|---|---|---|---|
| Miles in project | 0.21 | | | | |
| Miles partially completed | | | | | |
| Miles completed | 0.21 | | | | |
| Total estimated quantities (contract) | 3400 Cu. Yds.<br>[illegible] | | | | |
| Total quantities corrected to date | 2840.3 Cu. Yds. | | | | |
| Estimated quantities moved or placed to date | 2840.3 Cu. Yds. | | | | |
| Average daily quantities | 0 | | | | |
| Average daily quantities necessary to complete project on time | 0 | | | | |
| Number shifts per day | 0 | | | | |
| Hours per shift | 0 | | | | |
| Average force on project for week | 0 | | | | |

Men

Supervision

Men and trucks under 3 tons

Men and trucks over 3 tons

Men and tractors

Equipment used during week: Shovels .........., Power graders .........., Rollers .........., Mixers .........., Crushing or screening plants ..........

Compressors .........., Bulldozers .........., Compaction rollers .........., . . . . . .........., . . . . . .........., . . . . . ..........

| | WEATHER | HRS. DELAY | CAUSE OF DELAY |
|---|---|---|---|
| Sunday | Fair | None | |
| Monday | " | " | |
| Tuesday | " | " | |
| Wednesday | " | " | |
| Thursday | " | " | |
| Friday | " | " | |
| Saturday | | | |

RECEIVED
SEP 26 1956
FOR FILING
ER-8 (1)
4785

September 24, 1956

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

This is to advise you that work was completed on September 20, 1956, on Contract No. 4785, Milo-Corn Creek Section, in Douglas County, in connection with Federal Aid Project No. ER-8(1).

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

cc: John Cattrall

BEP:ch

RECEIVED
SEP 24 1956
FOR FILING

ER-8 (1)

4785

September 20, 1956

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for Extra Work No. 1 covering state share of flagging costs on the Milo-Corn Creek Section of the Tiller-Trail Highway in Douglas County, Contract No. 4785, in connection with Federal Aid Project No. ER-8(1).

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

DSP:ia

Encl.

RECEIVED
SEP 6 1956
FOR FILING

E [illegible] (1)

4785

September 5, 1956

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

This is to advise you that work was started on August 31, 1956, on Contract No. 4785, Milo-Corn Creek Section, in Douglas County, in connection with Federal Aid Project No. ER-8(1).

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

DBP:ch

RECEIVED
AUG 20 1956
FOR FILING

| |
|---|
| EK-8 (1) |
| |
| 4785 |

August 20 1956

Rupert & Fish
Box 122
Days Creek, Oregon

Gentlemen:

The State Highway Commission on August 16, 1956 awarded to you State Highway Contract No. 4785 for embankment repair on the Milo-Corn Creek Section of the Tiller-Trail Highway, in Douglas County.

This award was based on your bid of $10,132, which was the low bid submitted to the Commission on that day for this project. Contract forms will be sent to you for execution within the next few days.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

blm

cc: Tom Edwards
S. H. Probert
R. G. Savage, SIAC

RECEIVED
AUG 23 1956
OREGON DISTRICT

FOR FILING
ER-8 (1)

4785

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

408 STATE HIGHWAY BLDG.
SALEM, OREGON

REFERRED TO
Cooper
By State Highway Engineer

08-35

August 16, 1956

Mr. W. C. Williams
State Highway Engineer
Salem, Oregon

Dear Sir:

This is to advise of our prior verbal concurrence as of this date in award of contract No. 4785 for Oregon Project ER-8(1), Milo-Corn Creek Section of the Tiller-Trail Highway, to Rupert and Fish of Days Creek, Oregon, low bidder in the amount of $10,132.00 at the August 16, 1956 bid opening.

Very truly yours,

C G Polk
C. G. POLK
District Engineer

(copy to Mr. Probert)

NOTED
[illegible]

RECEIVED
AUG 30 1956
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
JUN 1 - 1956
FOR FILING

[illegible] (1)

[illegible]

MCE CON RSB 239 6-1 755A

W W STIFFLER
E A COLLIER

TILLER TRAIL CLOSED LAST NIGHT BETWEEN AQPEP 1030 AND 230 BY SLIDE ABOVE MILO. ONE WAY TRAFFIC AT 230. MAY BE CLEAEXXX CLEANED UP TODAY.

L R CHANDLER

PLS ACK MCE GA

.4 RECD

PLS ACK CON GA REC OK

END /VW

TTTTVTTTO

NOTED
W. W. STIFFLER

10-3318 Umpqua Lighthouse State Park 1956
Latrine.
#4786

10-3318

OREGON STATE HIGHWAY DEPARTMENT
(date)
March 6, 1957

| (CONTRACT NO.) 4786 | (EST. NO.) | (CONTRACTOR) |
|---|---|---|
| 4786 | 4-Final | Tom Lillebo, Assign: Tom Lillebo Constr. Co. |

| (VOUCHER NO.) | (WARRANT NO.) | (AMOUNT) | (DATE) |
|---|---|---|---|
| 4598 | H-174974 | $ 968.75 | 3/6/57 |

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

Ruth Rawlings
ACCOUNTING DIVISION

---

Specified completion Date: 80 Workdays from 8-30-56

Time Extensions: None

Completion Date: Feb. 4, 1957

Date Accepted: March 1, 1957

Penalties: None of record

Claims: None of record

Remarks:

---

Date: 3-8-57

To the Accounting Division:

Release of the above warrant is hereby authorized

H. B. Glaisyer
Secretary

Warrant Mailed: MAR 8 1957

Ruth Rawlings

RECEIVED
FEB 2[illegible] 1957
FOR FILING

February 27, 1957

CERTIFIED MAIL

Fireman's Fund Indemnity Co.
401 California St.
San Francisco 20, Calif.

Gentlemen:

State Highway Contract No. 4786 for constructing the Umpqua Lighthouse State Park Latrine in Douglas County was completed by the contractor, Tom Lillebo Construction Co., on February 4, 1957 but has not as yet been accepted by the Highway Commission.

Final payment in the amount of $968.75 will be paid to the contractor after acceptance by the Commission. The total contract amount is $5,720.00 and no force account work was performed on the project.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Fireman's Fund Indemnity Co.
Robert C. Sund, Agent
P. O. Box 355
Reedsport, Oregon

NOTED ON CARD

RECEIVED
SEP 12 1956
FOR FILING

| |
|---|
| 10-321 |
| |
| 4786 |

September 11, 1956

Mr. Tom Lillebo
Reedsport
Oregon

Dear Sir:

We enclose herewith three fully executed copies of contracts awarded to you by the State Highway Commission, as follows:

Contract No. 4786, covering Umpqua Lighthouse State Park Latrine in Douglas County.

Contract No. 4790, covering Umpqua River Bridge Pier Protection on the Oregon Coast Highway in Douglas County.

Contract No. 4803, covering K.I.D. "A" Canal and Lost River Bridges on the Homedale and Charles Drew County Roads in Klamath County.

We are also sending a copy of each of the above contracts to the surety on your performance bonds.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encls.

RECEIVED
AUG 20 1956
FOR FILING

[illegible]

4786

August 20, 1956

Mr. Tom Lillebo
Reedsport, Oregon

Dear Mr. Lillebo:

The State Highway Commission on August 16, 1956 awarded to you State Highway Contract No. 4786 for construction of a latrine at the Umpqua Lighthouse State Park in Douglas County.

This award was based on your bid of $5,77[illegible], which was the low bid submitted to the Commission on that day for this project. Contract forms will be sent to you for execution within the next few days.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

blm

cc: Tom Edwards
S. H. Probert
R. G. Savage, SIAC
P. M. Stephenson
C. H. Armstrong

12-1030 Beech Creek Bridge at Mt. 1956
Vernon.
#4787

RECEIVED
1957
FOR FILING

OREGON STATE HIGHWAY DEPARTMENT
(date)
December 2, 1957

| | | | |
|---|---|---|---|
| 12330 | | | |
| (CONTRACT NO.) | (EST. NO.) | (CONTRACTOR) | |
| 4787 | 8 Post Final | George E. Berry | |
| (VOUCHER NO.) | (WARRANT NO.) | (AMOUNT) | (DATE) |
| 27151 | H197695 | $ 917.80 | 11-29-57 |

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

Gertrude Chapweske
ACCOUNTING DIVISION

---

Specified completion Date: 240 workdays from 8-30-56

Time Extensions: None

Completion Date: Apr. 24, 1957

Date Accepted: May 16, 1957

Penalties: None of record

Claims: None of record

Remarks:

---

Date: Dec. 2, 1957

To the Accounting Division:

Release of the above warrant is hereby authorized

H. B. Glaisyer
Secretary

Warrant Mailed: DEC - 3 1957

GC

NOTED ON CARD

RECEIVED
NOV 22 1957
FOR FILING

[illegible]

[illegible]

Nov. 20, 1957

CERTIFIED MAIL

United Pacific Insurance Co.
Fidelity & Surety Dept.
Medical Arts Bldg.
Tacoma 1, Wash.

Gentlemen:

You are hereby notified that a post-final payment will be made to George E. Berry on contract No. 4787, for Beech Creek Bridge on the John Day Highway in Grant County. This payment will be made as soon as the warrant is prepared.

The total amount paid the contractor in connection with this contract will be $36,319.43, including the post-final payment of $917.80. Of the total $866.73 is for force account work.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

cc: United Pacific Insurance Co.
Portland Branch Office
223 Board of Trade Bldg.
Portland 4, Oregon

NOTED ON CARD

file

OREGON STATE HIGHWAY DEPARTMENT
(date)
August 30, 1957

| | | | |
|---|---|---|---|
| (CONTRACT NO.) | (EST. NO.) | (CONTRACTOR) | |
| 4787 | 7-Final | George E. Berry | |
| (VOUCHER NO.) | (WARRANT NO.) | (AMOUNT) | (DATE) |
| 19903 | H 190541 | $3,641.17 | Aug. 30, 1957 |

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

G R Winchcomb
ACCOUNTING DIVISION

Specified completion Date: 240 Workdays from 8-30-56

Time Extensions: none

Completion Date: April 24, 1957

Date Accepted: May 16, 1957

Penalties: none

Claims: none

Remarks:

Date: 9-3-57

To the Accounting Division:

Release of the above warrant is hereby authorized

H B Glaisyer
H. B. Glaisyer
Secretary

Warrant Mailed: SEP -3 1957

SEP -3 1957

NOTED ON CARD

em

RECEIVED
AUG 21 1957
FOR FILING

August 20, 1957

CERTIFIED MAIL

United Pacific Insurance Co.
Fidelity & Surety Dept.
Medical Arts Bldg.
Tacoma 1, Wash.

Gentlemen:

State Highway Contract No. 4787 for work performed on the Beech Creek Section of the John Day Highway in Grant County was completed by the contractor, George E. Berry, on April 24, 1957 and was formally accepted by the Highway Commission on May 16, 1957.

Final payment in the amount of $3,641.17 will be released to the contractor on or after August 30, 1957. The total contract amount is $35,401.63, of which amount $866.73 represents force account items.

The State is not advised of any unpaid claims for labor or materials, or of the existance of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the State assumes no responsibility for such claims should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

em

cc: United Pacific Insurance Co.
Portland Branch Office
223 Board of Trade Bldg.
Portland 4, Oregon

NOTED ON CARD

RECEIVED
SEP 18 1956
FOR FILING

12-1630

4787

September 17, 1956

Mr. George E. Berry
2640 S. W. Cedar Hills Blvd.
Beaverton, Oregon

Dear Sir:

We enclose herewith for your files a fully executed copy of contract No. 4787, which was awarded to you by the State Highway Commission on August 16, covering Beech Creek Bridge on the John Day Highway in Grant County.

We are also sending a copy of this contract to the surety on your performance bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encl.

RECEIVED
AUG 20 1956
FOR FILING

12-1039

4787

August 20, 1956

Mr. George E. Berry
2640 S. W. Cedar Hills Blvd.
Beaverton, Oregon

Dear Mr. Berry:

The State Highway Commission on August 16, 1956 awarded to you State Highway Contract No. 4787 for construction of the Beech Creek Bridge at Mt. Vernon on the John Day Highway in Grant County.

This award was based on your bid of $37,110, which was the low bid submitted to the Commission on that day for this project. Contract forms will be sent to you for execution within the next few days.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

hlm

cc: Tom Edwards
S. H. Probert
R. G. Savage, SIAC
P. M. Stephenson

RECEIVED
JAN 20 1956
FOR FILING

12-1030

4787

**OREGON STATE HIGHWAY DEPARTMENT**

**INTER-DEPARTMENT CORRESPONDENCE**

Salem, Oregon
January 19, 1956

**SUBJECT:** Investigation at Beech Creek

**To:**

Mr. W. W. Stiffler
Assistant State Highway Engineer
Office

We have a copy of Mr. Stephenson's report of January 1~~6~~7, 1956 regarding investigations they are making at Beech Creek at Mt. Vernon. Since they have undertaken these investigations we will not make an investigation that would duplicate their work. We return your Assignment #WWS1964.

I. A. DeFrance
Assistant Maintenance Engineer

IAD:bt
Enclosure

Noted
WWS

File

## ASSIGNMENT

Date: 1-13-56 No. 1964 By WWS

Description: Letter from Recorder of Mt. Vernon, concerning the design of the bridge to cross Beech Creek on the John Day Highway in Mt. Vernon.

Acknowledged by____ Referred to Mr. De France

X Investigate and report with recommendation
__Such action as necessary and report
__Comment or recommendation
__Return with rough draft of reply
__Prepare reply for signature of Mr.______
__Contact correspondent and report

Remarks:

PLEASE RETURN TO
W. W. STIFFLER
FOR FILING

Executed 1-19-56 Report Received________

---

y 18, 1956

ur letter under date of January 11,
Council, I wish to advise that our
process of investigating all of
to in your letter, to be taken into
of a new bridge to replace the ex-
k on the John Day Highway in the

ry truly yours,

R. H. Baldock
State Highway Engineer

By

W. W. Stiffler
Assistant State Highway Engineer

WWS:er

RECEIVED
JAN 18 1956
FOR FILING

January 18, 1956

Mr. George L. Post
Recorder, City of Mt. Vernon
Mt. Vernon, Oregon

Dear Sir:

With reference to your letter under date of January 11, written in behalf of the City Council, I wish to advise that our field engineers are now in the process of investigating all of the local conditions referred to in your letter, to be taken into consideration with the design of a new bridge to replace the existing one crossing Beech Creek on the John Day Highway in the city.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. W. Stiffler
Assistant State Highway Engineer

WWS:er

RECEIVED
JAN 18 1956
FOR FILING

FORM E-30X—37,500—2-55—82967

# OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
January 17, 1956

**SUBJECT:** Beech Creek Bridge
in Mt. Vernon

**To:**

Mr. A. F. Parson
Division Engineer
State Highway Department
La Grande, Oregon

Herewith I am sending you a print of the vicinity map of the Beech Creek Bridge site on the John Day Highway in the City of Mt. Vernon.

We have received a request from the City of Mt. Vernon to take steps to eliminate the cause of the flooding of the intersection of Highway US 26 and US 395. They suggest that the dam across Beech Creek immediately downstream from the existing Beech Creek Bridge be removed and the stream bed lowered approximately two feet from the dam upstream to some point above the bridge. They also suggest that the Lemons Ditch from the John Day River be carried under Beech Creek by means of an inverted siphon and that water from Beech Creek be diverted into the Lemons Ditch by means of a pipe laid in Beech Creek and extending above the existing bridge.

We have made an investigation of this bridge site to obtain information in order to design a new structure. We can design the proposed new structure so that it will adequately take care of the high water now in Beech Creek.

According to our information, the flood water at the intersection of the two highways was eight to twelve inches higher than the high-water elevation on the existing bridge. This would indicate that the water is overflowing the banks of Beech Creek at some point north of the John Day Highway, and this escapement is flowing southwesterly toward the highway intersection. As this flooding condition has existing several times in the past, it would seem desirable to investigate and determine the necessary means to prevent future flooding.

NOTED
W. W. STIFFLER

To make a study of the situation, we need information as to the profile of the stream bed from the site of the county bridge downstream from our existing bridge to a point upstream beyond the spot where the creek evidently overflows its banks, and also determine where the creek overflows its banks and ascertain whether or not this could be controlled by diking along the stream bank.

It is possible that, after the cause of the flooding and its remedy is determined, it might be desirable to work out some type of a cooperative

January 17, 1956

agreement between the City of Mt. Vernon and the property owners to adjudicate the cost of the improvement.

P. M. Stephenson
Bridge Engineer

PMS/dp
Attached

cc Forrest Cooper
E. G. Ricketts
I. A. DeFrance
W. W. Stiffler

RECEIVED
JAN 16 1956
FOR FILING

Salem, Oregon
January 13, 1956

Design of bridge to cross
Beech Creek on the John
Day Highway.

Mr. I. A. De France
Assistant Maintenance Engineer

Attached hereto is a copy of a letter from the Recorder of the City of Mt. Vernon, which concerns the design of the bridge to cross Beech Creek on the John Day Highway in the city of Mt. Vernon, which project is included in the state construction budget for 1956.

Please investigate and report with your recommendation.

W. W. Stiffler
Assistant State Highway Engineer

WWS:er

cc Mr. M. Stephenson

Enclosure

CITY OF MT. VERNON
MT. VERNON, OREGON

GEORGE L. POST
MUNICIPAL JUDGE
AND
RECORDER

January 11, 1956.

Mr.R. H. Baldock
Salem, Oregon.

Dear Mr. Baldock;

The City Council has asked me to write to you regarding the bridge on the highway here across Beech Creek which we understand is to be rebuilt this year.

The City Council would like to have the dam removed just below the bridge and a syphon put in to take the irrigation ditch water across Beech Creek and a pipe further up Beech Creek to put the water from Beech Creek into the ditch.

We have had another flood here. The water was running over the highway at the intersection, flooding the cafe and several other buildings.

The dam has a very definite bearing on this flood. If it was removed and the stream bed cut down two feet under the bridge it would take care of most of the water and stop the flooding.

28000

Very truly yours
Geo. L. Post
,Recorder.

REFERRED TO
Mr. Stiffler
By State Highway Engineer
Please prepare
an answer.

RECEIVED

NOTED
W. W. STIFFLER

report pending

August 3, 1955

Mr. George L. Post
City Recorder
Mt. Vernon, Oregon

Dear Mr. Post:

Just received is your letter of August 1, 1955, in which you point out the condition of Beech Creek bridge on Highway No. 395 in your city and ask the State Highway Commission to investigate conditions and take such action as would be necessary to safeguard school children who are obliged to cross this bridge going to and from school.

I shall be pleased to bring your letter to the attention of the State Highway Commission and the State Highway Engineer. You will be informed when action has been taken on it.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

HBG:lg

cc: Commissioners
Mr. R. H. Baldock
Enclosures

**CITY OF MT. VERNON**
MT. VERNON, OREGON

**GEORGE L. POST**
MUNICIPAL JUDGE
AND
RECORDER

August 1, 1955.

Oregon State Highway Commission
Salem, Oregon.

Gentlemen;

The City has a problem here on the Beech Creek bridge on Highway 395. This bridge was built 31 years ago and is not too good as it is narrow and has nearly been washed out in a couple of floods.

Our problem is the school children crossing it with all the logging trucks we have going through here now. A lot of the parents are bringing that fact to the attention of the City Council to have something done about it.

Will you please look into it and advise us as to what can be done.

Very truly yours

Geo. L. Post.

George L. Post, Recorder.

RECEIVED
AUG 3 1955
OREGON
STATE HIGHWAY COMMISSION

ACKNOWLEDGED
H. B. GLAISYER

19-3412 Silver Lake Employee's House. 1956

44738

RECEIVED
FEB 11 1957
FOR FILING

19-3412

OREGON STATE HIGHWAY DEPARTMENT
(date)
February 8, 1957

| | | | |
|---|---|---|---|
| (CONTRACT NO.) 4788 | (EST. NO.) | (CONTRACTOR) | |
| 4788 | 3-Final | Hampton C. Platt | |
| (VOUCHER NO.) | (WARRANT NO.) | (AMOUNT) | (DATE) |
| 2474 | H-172839 | $ 5,370.00 | 2/8/57 |

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

Ruth Rawlings
ACCOUNTING DIVISION

---

Specified completion Date: 80 Workdays from 8-30-56

Time Extensions: None

Completion Date: Jan. 7, 1957

Date Accepted: Jan. 22, 1957

Penalties: None of record

Claims: None of record

Remarks:

---

Date: 2-8-57

To the Accounting Division:

Release of the above warrant is hereby authorized

H B Glaisyer
H. B. Glaisyer
Secretary

Warrant Mailed: FEB 8 1957

Ruth Rawlings

NOTED ON CARD
gl

RECEIVED
JAN 29 1957
FOR FILING

[illegible]

[illegible]

January 25, 1957

CERTIFIED MAIL

Massachusetts Bonding & Insurance Co.
J. F. Lambe, Jr., Manager
Portland Branch Office
Lumbermens Bldg.
Portland 4, Oregon

Dear Sir:

State Highway Contract No. 4788 for constructing the Silver Lake Dwelling in Lake County was completed by the contractor, Hampton C. Platt, on January 7, 1957 and was formally accepted by the Highway Commission on January 22, 1957.

Final payment in the amount of $5,370.00 will be released to the contractor on or after February 4, 1957. The total contract amount is $11,850.00 and no force account work was performed on the project.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

NOTED ON CARD

RECEIVED
SEP 13 1956
FOR FILING

19-3412

4788

September 17, 1956

Hampton C. Platt, Contractor
P. O. Box 27
Salem, Oregon

Dear Sir;

We enclose herewith for your files a fully executed copy of contract No. 4788, which was awarded to you by the State Highway Commission, covering Silver Lake Dwelling in Lake County.

We are also sending a copy of this contract to the surety on your performance bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encl.

RECEIVED
AUG 20 1956
FOR FILING
19-3412

4788

August 20, 1956

Mr. Hampton C. Platt
P. O. Box 27
Salem, Oregon

Dear Mr. Platt:

The State Highway Commission on August 16, 1956 awarded to you State Highway Contract No. 4788 for construction of the Silver Lake Employee's House at Silver Lake Maintenance Station in Lake County.

This award was based on your bid of $12,100, which was the low bid submitted to the Commission on that day for this project. Contract forms will be sent to you for execution within the next few days.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

blm

cc: Tom Edwards
S. H. Probert
R. G. Savage, SIAC
P. M. Stephenson

RECEIVED
JUN 25 1956
FOR FILING

19-3412

4788

# OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
June 22, 1956

SUBJECT: Contract for Section Foreman's House at Silver Lake

To:

Mr. W. W. Stiffler
Assistant State Highway Engineer

I recommend the contract for Section Foreman's house at Silver Lake be put on the next letting after July 12. This item is in the approved budget for 1956.

This has been under consideration several years and has been deferred. However, after careful search by Mr. Ross and Foreman Moran, it has been determined there are no houses available for rent in Silver Lake nor prospects for any.

For several years the foreman and his family have been living in a trailer house adjacent to the maintenance shed. They get water there and use the shop for wash room one day a week and hang some clothing in one of the lockers.

This is not a good arrangement for the foreman and his family nor for us and we think this house is urgently needed this year.

APPROVED 6-25-56
W Stiffler
Assistant State Highway Engineer

EA Collier
E. A. Collier
Maintenance Engineer

EAC:ieb

cc L. H. Warfield
G. W. Ross

RECEIVED
JUN 25 1956
OFFICE OF
STATE HIGHWAY ENGINEER

NOTED
W. W. STIFFLER

RECEIVED
JUL 12 1955
FOR FILING

Salem, Oregon
July 11, 1955

Mr. G. S. Paxson
Silver Lake

At the last Commission meeting, some members of the Commission requested Mr. Baldock to give consideration and study to the possibility of constructing prefabricated, sectionized cottages at isolated locations where we furnish a cottage for the foreman and helper.

Mr. Baldock wants some study and investigation made before he is willing to approve further construction of such buildings, even though included in this year's budget.

W. W. Stiffler

WWS:er

cc Mr. M. A. Collier
Mr. I. A. De France

FORM 230—50M—10-54—79485

**OREGON STATE HIGHWAY DEPARTMENT**

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon

July 6, 1955

**SUBJECT:** Foreman's Residence at Silver Lake Maintenance Station

**To:**

Mr. W. W. Stiffler
Assistant State Highway Engineer
Office

Dear Sir:

Mr. Swift and Mr. Ross have again pointed out the need of a Foreman's residence at our Silver Lake Maintenance Station. I was over this section with them on June 27. We had hoped that this situation would correct itself but there appears to be as much need now as when this residence was first asked for in 1949. The residence has been in the budget each year since but we have held back thinking the employees would make their own arrangements. We attach a copy of Mr. Ross's letter of July 1 - describing the situation as it exists today.

The 1955 Budget includes Residence for Meacham, Warm Springs and Austin. Silver Lake was originally listed also but the listing was omitted and the funds placed in Reserve for Projects to be Selected. It appears also that the proposed residence at Meacham ($15,000) will not be needed this year as there are two residences there now. We recommend the Silver Lake residence be substituted in the budget for the Meacham residence and that the project be placed in line for calling bids at the next meeting of the Commission.

We attach a sketch map showing the proposed location of the proposed residence, and showing also the space allowed for a possible second residence, should the need of such develop in the future.

Electric power will be available at Silver Lake this fall so the house should contain standard wiring. The existing septic tank is shown and contractor should connect the residence to it. Water is available from our own well and pump and the contractor should make this connection to the water main, at the gas pump island.

Very truly yours,

I. A. DeFrance
Assistant Maintenance Engineer

IAD:db
Enclosure

NOTED
W. W. STIFFLER

FORM E-30 25M 9-51 92219

**OREGON STATE HIGHWAY DEPARTMENT**

**INTER-DEPARTMENT CORRESPONDENCE**

Bend, Oregon

July 1, 1955

**SUBJECT:**

To:

Mr. E. A. Collier
Maintenance Engineer
Oregon State Highway Dept.
State Highway Building
Salem, Oregon                Attention: I. A. DeFrance

Dear Sir:

In my 1955 budget I had an item for the construction of a two-bedroom house with utility room and no basement at Silver Lake. Apparently this construction was not approved so I feel that perhaps if I explain housing conditions at this small hamlet the request may be reconsidered.

Silver Lake is a very old town and most of the buildings are unpainted, weather beaten structures in an extreme state of decay. There are perhaps five houses in the entire town that are liveable and they are occupied by the owners of the small mill, general store, two service stations, garage and small lunch room that constitute the business section. The five or six other standing houses in the town are occupied by sheep herders and transient laborers or mill workers but are not fit for human living quarters.

At the present time our foreman is living in his own trailer house parked adjacent to the maintenance shed. They are hooked in to our water and electricity and have installed their own septic tank. They have two children and because of cramped space and no other facilities their laundry is done in the warm bay of the maintenance shed. In fact this bay of the shed looks more like a residential utility room than a shop. This condition is extremely unsatisfactory but there is no alternative under present accommodations.

About a year ago I tried to find a Helper for Silver Lake but was unable to find anyone who would accept this assignment on account of the lack of living quarters. We finally hired a local farmhand as a light truck driver. In a year or so I plan to transfer the present foreman to Lakeview to take over that Section when Carter retires. I am very much afraid it will be impossible to get a good foreman to take over the SilverLake station.

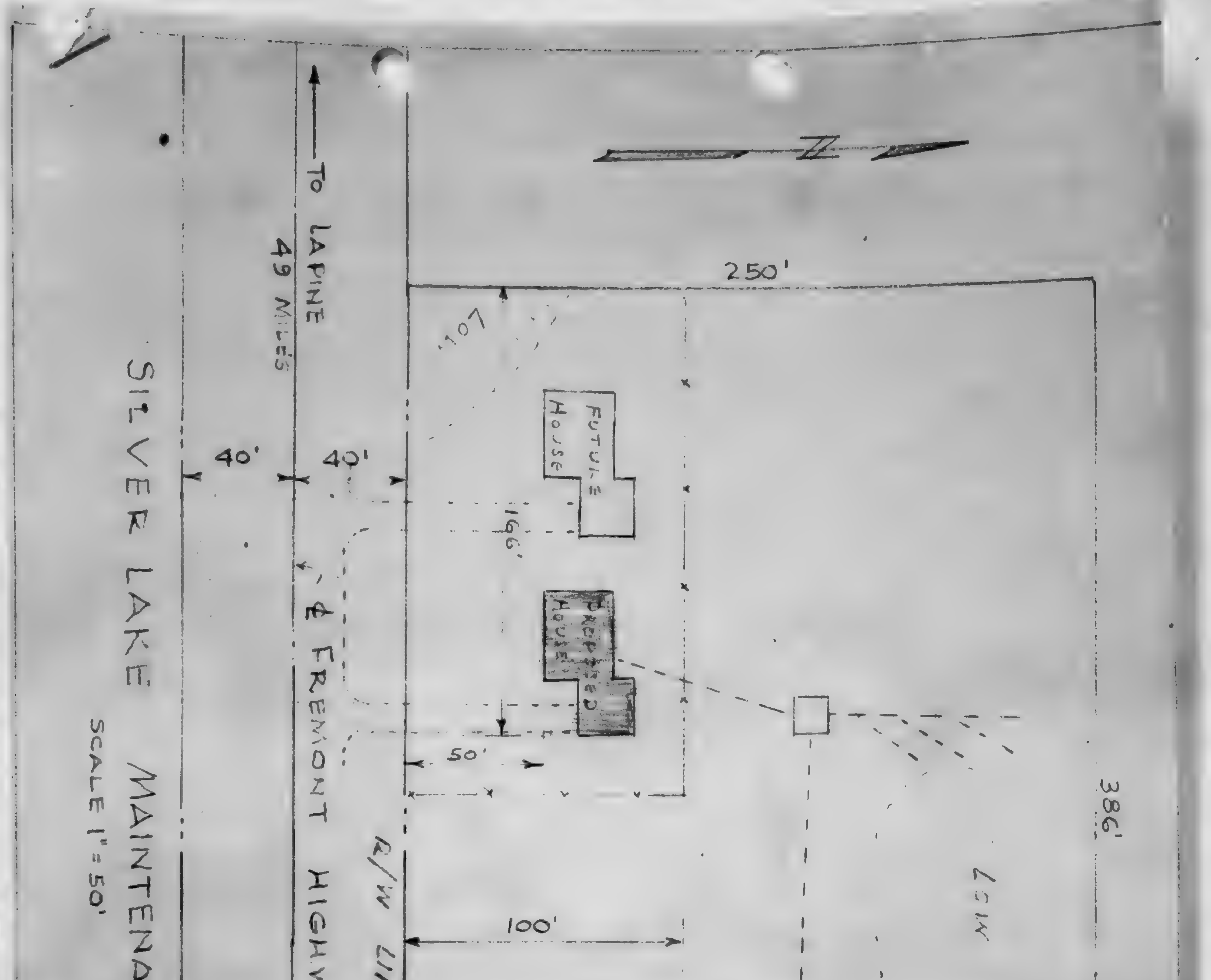
I strongly urge that, if at all possible, immediate steps be taken to build at least one house at Silver Lake and consideration be given to a second house in the very near future. Electricity will be in Silver Lake this Fall so a light plant need not be considered after that event.

Very truly yours,

GWRoss

G. W. Ross
Dist. Maint. Supt.

GWR:er    cc: Dean Swift


SILVER LAKE MAINTENANCE STATION
SCALE 1" = 50'
TO LAPINE 49 MILES
TO LAKEVIEW 96 MILES
℄ FREMONT HIGHWAY N 89°06'W
40'
40'
R/W LINE
N
250'
250'
386'
107'
166'
50'
100'
50'
FUTURE HOUSE
PROPOSED HOUSE
LAWN
DOORS
SHOP
SUMP DRAIN
℄ EAST CITY LIMITS OF SILVER LAKE

22-8305 Santiam Jct. Rock Production 1956
Project.
#4789

A

NOTED
W. C. WILLIAMS

January 24th, 1957

22-8305

## FINAL COST ANALYSIS

Santiam Junction Rock Production Project
~~Contract #4789~~
4789
C. C. Meisel, Contractor
A. A. Fossen, Resident Engineer

Santiam & North Santiam Highways
Prefix 22-8305

| Item | Quantity | Unit | Unit Bid | Unit Cost | Total Cost | Gross Revenue |
|---|---|---|---|---|---|---|
| $\frac{1}{2}$"-$\frac{1}{4}$" Cr. Cinders in Stockpile | 6,556.46 | Cu. Yd. | $3.00 | $2.26 | $14,824.29 | $19,669.38 |
| $\frac{1}{4}$"-0 Cr. Cinders in Stockpile | 3,873.72 | " " | 3.00 | 2.26 | 8,761.29 | 11,621.16 |
| S.P. Haul Adjustment, Favor of State | 1,430 | Yd. Mi. | 0.10 | | | - 143.00 |
| Rejects Sold to State | 2,739 | Cu. Yd. | 0.25 | | | 684.75 |
| | | | | | $23,585.58 | $31,832.90 |

| | |
|---|---|
| Gross Revenue | $31,832.90 |
| Total Cost | 23,585.58 |
| Net Profit | $ 8,247.32 |

Net Profit Equals 25.9% of Gross Revenue

RECEIVED
JAN 24 1957
OFFICE OF
STATE HIGHWAY ENGINEER

CF

# Detail of Cost
## Contract #4789

| | | |
|---|---|---|
| **Labor:** | | |
| Labor & Supervision | $6,602.74 | |
| Labor Insurance | 345.13 | |
| Health & Welfare | 205.90 | |
| | | $ 7,153.77 |
| **Equipment Rentals & Misc. Supplies:** | | |
| Equipment Rentals (Owned) | $3,387.15 | |
| Hired Trucks | 5,861.12 | |
| Hired Equipment | 2,743.33 | |
| Gas, Oil & Grease | 1,721.29 | |
| Freight & Cartage | 1,902.50 | |
| P.L. & P.D. Insurance | 57.52 | |
| Small Tools & Misc. Supplies | 169.35 | |
| Home Office & General Overhead | 589.55 | |
| | | 16,431.81 |
| Total Cost . . . . . . . . . . . . . . . . . . . . . . | | $23,585.58 |

## Contract #4789

## Breakdown of Crushing Cost

| | Quantity | Unit | Cost | Unit Cost |
|---|---|---|---|---|
| Move In & Set Up | 10,430 | Cu. Yd. | $ 5,685.62 | $0.545 |
| Feed Crusher | 10,430 | " " | 2,327.91 | 0.223 |
| Crushing | 10,430 | " " | 6,821.33 | 0.654 |
| Haul to Stockpiles | 10,430 | " " | 7,337.16 | 0.703 |
| Stockpiling | 10,430 | " " | 1,413.56 | 0.135 |
| | 10,430 | Cu. Yd. | $23,585.58 | $2.26 |

Ths crushing plant operated 154 hours for an average production of 67.7 cubic yards per working hour.

CE
AN 1

Remarks:

This was a "State Project" calling for the furnishing of approximately 9,500 cu. yd. of crushed cinders in stockpile. The project was bid August 16th, 1956. Crushing was started September 13th, 1956 and the project was completed October 5th, 1956.

On September 10th, 1956 subcontractor Jed Wilson started moving in a complete crushing unit into the cinder pit located on the northerly side of and 0.3 mile distant from the Santiam Highway at M.P. 74.5. A D-8 cat and dozer and 3/4 cu. yd. shovel was used in feeding the crushing plant. All crushed materials were hauled to stockpiles in hired trucks. Jed Wilson sublet this project for $2.50 per yard.

Having a high bid price with good production, this project shows a large profit.

M. N. Juve
Chief Cost Analyst

By . . K. T. Wechter

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JAN 18 1957
FOR FILING

22-8305

OREGON STATE HIGHWAY DEPARTMENT
(date)
January 16, 1957

| | | |
|---|---|---|
| (CONTRACT NO.) 4789 | (EST. NO.) | (CONTRACTOR) |
| 4789 | 3 Final | C. C. Meisel |

| | | | |
|---|---|---|---|
| (VOUCHER NO.) | (WARRANT NO.) | (AMOUNT) | (DATE) |
| 469 | H170557 | $976.35 | 1/16/57 |

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

J. Cole
ACCOUNTING DIVISION

---

Specified completion Date: 70 Workdays from 9-1-56

Time Extensions: None

Completion Date: Oct. 12, 1956

Date Accepted: Nov. 8, 1956

Penalties: None of record

Claims: None of record

Remarks:

---

Date: 1-17-57

To the Accounting Division:

Release of the above warrant is hereby authorized

H B Glaisyer
H. B. Glaisyer
Secretary

Warrant Mailed:
JAN 17 1957

RECEIVED
DEC 6 1956
FOR FILING

[illegible]

4789

December 6, 1956

CERTIFIED MAIL

Standard Accident Insurance Co.
Detroit 32,
Michigan

Gentlemen:

State Highway Contract No. 4789 for work performed on the Santiam Junction Section of the Santiam & North Santiam Highways in Linn & Jefferson Counties was completed by the contractor, C. G. Meisel, on October 12, 1956 and was formally accepted by the Commission on November 8, 1956.

Final payment in the amount of $976.35 will be released to the contractor on or after December 17, 1956. The total contract amount is $31,147.54, and no force account work was performed on the project.

The State is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the State assumes no responsibility for such claims should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor.

Very truly yours

ORECON STATE HIGHWAY COMMISSION

Secretary

rn

cc - Standard Accident Insurance Company
Robert P. Dawson
Portland Trust Bldg.
Portland, Oregon

NOTED ON CARD
12-6-56
rn

RECEIVED
OCT 29 1956
FOR FILING

4789

October 29, 1956

CERTIFIED MAIL

Standard Accident Insurance Co.
Detroit 32
Michigan

Gentlemen:

The State Highway Commission is prepared to release semi-final payment to C. C. Meisel in connection with contract No. 4789, for rock production on the Santiam Junction Section of the Santiam and North Santiam Highways in Linn and Jefferson Counties. This payment in the amount of $2,956.69 will be released to the contractor on or after November 8, 1956. The retained percentage is $933.13.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Standard Accident Insurance Co.
Robert P. Dawson, Agent
Portland Trust Bldg.
Portland, Oregon

NOTED ON CARD

Form E-1—1084—1-56

O GON STATE HIGHWAY DEPARTM T

# Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending October 27, 1956

Section Santiam Junction

Highway Santiam & North Santiam

Contractor C.C.Meisel

Date of contract August 16, 1956

Date work started September 10, 1956

Project authorization $ 33,187.50

Exclusive of Engineering $ 30,827.50

Kind of work Rock Production

Section prefix 22-8305

Contract number 4789

Date of completion 70 Work Days Begin Sept 1 1956

~~Estimated~~ date of completion October 12, 1956

Per cent of time elapsed 41.4 %

Estimated cost of completed project, exclusive of engineering $ 31,104.32

Estimated per cent overrun or underrun Overrun 0.89 %

Per cent of contract completed, based on total contract price 100 %

Engineering authorization $ 2,360.00

Engineering cost to date $ Final 1,207.25, 51.15 %

Date project was completed October 12, 1956

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

The semi-final estimate was completed Monday October 22, and was submitted to the Division Office.

Noted
M. N. Juve

NOTED
TOM EDWARDS

NOTED
L. H. Young

RECEIVED
OFFICE OF
CONST

NOTED
D. J. BARBEE

Signed Resident Engineer

Address Box 151, Bend, Oregon

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

State Printing 02073

NOTED
V. D. WOLFE

|  | GRADING | SURFACING | MAINTENANCE MATERIALS | OIL AND BITUMINOUS MACADAM | PAVING |
|---|---|---|---|---|---|
| Miles in project | none | none | none | none | none |
| Miles partially completed |  |  |  |  |  |
| Miles completed |  |  |  |  |  |
| Total estimated quantities (contract) |  |  | 9,500 |  |  |
| Total quantities corrected to date |  |  | 10,430.18 |  |  |
| Estimated quantities moved or placed to date |  |  | 10,430.18 |  |  |
| Average daily quantities |  |  | 359.66 |  |  |
| Average daily quantities necessary to complete project on time |  |  | Completed |  |  |
| Number shifts per day |  |  |  |  |  |
| Hours per shift |  |  |  |  |  |
| Average force on project for week |  |  |  |  |  |

Men

Supervision

Men and trucks under 3 tons

Men and trucks over 3 tons

Men and tractors

Equipment used during week: Shovels .........., Power graders .........., Rollers .........., Mixers .........., Crushing or screening plants ..........

Compressors .........., Bulldozers .........., Compaction rollers .........., . . . . .........., . . . . .........., . . . . ..........

|  | WEATHER | HRS. DELAY | CAUSE OF DELAY |
|---|---|---|---|
| Sunday | Snow |  |  |
| Monday | " |  |  |
| Tuesday | " |  |  |
| Wednesday | " |  |  |
| Thursday | Snow&Rain |  |  |
| Friday | " " |  |  |
| Saturday |  |  |  |

RECEIVED
SEP 18 1956
FOR FILING

22-8515

4789

September 18, 1956

Mr. C. C. Meisel
Box 206
McMinnville, Oregon

Dear Sir:

We enclose herewith for your files a fully executed copy of contract No. 4789, which was awarded to you by the State Highway Commission on August 16, for rock production on the Santiam Junction Section of the Santiam and North Santiam Highway in Linn and Jefferson Counties.

We are also sending a copy of this contract to the surety on your performance bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encl.

RECEIVED
AUG 20 1956
FOR FILING

22-1365

4787

August 20, 1956

Mr. C. C. Meisel
P. O. Box 206
McMinnville, Oregon

Dear Mr. Meisel:

The State Highway Commission on August 16, 1956 awarded to you State Highway Contract No. 4787 for the Santiam Junction Rock Production Project on the Santiam and North Santiam Highways, in Linn and Jefferson Counties.

This award was based on your bid of $28,500, which was the low bid submitted to the Commission on that day for this project. Contract forms will be sent to you for execution within the next few days.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

blm

cc: Tom Edwards
S. H. Probert
R. G. Savage, SIAC

ER-15(1) Umpqua River Bridge Pier Protection. 1956

#4790

RECEIVED
JUN 1 1957
FOR FILING

Files

OREGON STATE HIGHWAY DEPARTMENT
(date)
May 31, 1957

| | | |
|---|---|---|
| (CONTRACT NO.) | (EST. NO.) | (CONTRACTOR) |
| 4790 | 5-Final | Tom Lillebo Assign: Tom Lillebo Constr.Co. |

| | | | |
|---|---|---|---|
| (VOUCHER NO.) | (WARRANT NO.) | (AMOUNT) | (DATE) |
| 12148 | H-182505 | $ 1,277.75 | 5/31/57 |

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

Ruth Rawlings
ACCOUNTING DIVISION

---

Specified completion Date: 90 Workdays from 8-30-56

Time Extensions: None

Completion Date: May 3, 1957

Date Accepted: May 16, 1957

Penalties: None of record

Claims: None of record

Remarks:

---

Date: June 3, 1957

To the Accounting Division:

Release of the above warrant is hereby authorized

H B Glaisyer
H. B. Glaisyer
Secretary

Warrant Mailed: JUN 3 1957
Ruth Rawlings

NOTED ON CARD
lm

RECEIVED
MAY 23 1957

FOR FILING

4790

May 22, 1957

**CERTIFIED MAIL**

Rodgers Insurance Agency, Inc.
803 Title & Trust Bldg.
Portland 4, Oregon

Gentlemen:

State Highway Contract No. 4790 for work performed on the Umpqua River Bridge Section of the Oregon Coast Highway in Douglas County was completed by the contractor, Tom Lillebo, on May 3, 1957 and was formally accepted by the Highway Commission on May 16, 1957.

Final payment in the amount of $1,277.75 will be released to the contractor, Tom Lillebo, assigned to Tom Lillebo Construction Company, a Corporation, on or after June 1, 1957. The total contract amount if $13,474.00, and no force account work was performed on the project.

The State is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the State assumes no responsibility for such claims should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

cm

cc: Federal Insurance Co.
Bonding Dept.
320 California St.
San Francisco 4, Calif.

NOTED ON CARD

CPRB-2228

Form PR 2 (Revised 1950)

State Oregon
Project No. ER-15(1)

U. S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

# PROJECT AGREEMENT

---

MEMORANDUM OF AGREEMENT made this 28th day of September, 1956, by and between The Oregon State Highway Commission, constituting for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Commissioner of Public Roads, Bureau of Public Roads, Department of Commerce, hereinafter called the Commissioner, pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), and acts amendatory thereof or supplementary thereto:

Whereas the Highway Department of said State submitted on the 17th day of February, 1956, a program, which was approved on the 29th day of March, 1956, for the project hereinafter described; and

Whereas the Highway Department, in accordance with the regulations promulgated for the administration of the act, has furnished surveys, plans, specifications, and/or estimates for said project; and

Whereas the District Engineer of the Bureau of Public Roads approved said surveys, plans, specifications, and/or estimates on the 27th day of June, 1956, and the sum of seven thousand, five hundred and 00/100 dollars ($ 7,500.00) as the share of the United States payable under said act on account of said project which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Commissioner do hereby mutually agree as follows:

## FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department for said project have been made available in the following manner, to wit:

(*a*) By the State Chapter 175, Laws 1917; Chapter 31, Laws 1920; Chapter 529, Laws 1939. (Include date and citation of act of legislature by which authorized)

(*b*) From other sources ______________________________ (State how placed under direct control of Highway Department)

## WORK EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following work as described in detail in said surveys, plans, specifications, and/or estimates:

~~Between~~ Bridge pier protection at Station 561+48.25, north of Reedsport, ______________, length 0,000 miles, in Douglas County, being Oregon project No. ER-15(1), consisting of 0.000 miles of roadway and no bridges, ~~each~~ of more than 20 feet clear span,* ______________ ~~or a mile in length~~.

## CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are by reference made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Bureau of Public Roads and in accordance with the laws of said State, Federal regulations hereinbefore mentioned, and the following conditions:

(*a*) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account shall be approved by the Bureau of Public Roads.

## UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the work covered by this agreement shall not in any event exceed the sum of

seven thousand, five hundred and 00/100

dollars ($ 7,500.00 ), which does not exceed the authorized Federal pro rata share of

fifteen thousand, fifteen and 00/100

dollars ($ 15,015.00 ), the approved total estimated cost of said project.

## PAYMENTS

ARTICLE V. As the work on said project progresses, the Bureau of Public Roads shall from time to time submit vouchers to the Secretary of the Treasury for the payment to

the State Treasurer
(Official or depository)

hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of Oregon (Name)

of such sums as shall not, together with previous payments, exceed the United States pro rata share as above specified, of the value, as determined by the Bureau of Public Roads after inspection and approval, of the labor and materials which have actually been put into said work in compliance with the requirements of Article III hereof.

The Commissioner reserves the right to withhold such sum as he may deem necessary to insure completion of the work in compliance with this agreement.

## MAINTENANCE OF PROJECT

ARTICLE VI. The Highway Department will maintain said project in compliance with said act of July 11, 1916, and acts amendatory thereof or supplementary thereto, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: (Include reference to statute authorizing

Chapter 529, Laws 1939.
funds and probable amount annually available)

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project.

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. 112.

In witness whereof the parties have hereunto affixed their signatures as of the day and year first above written.

OREGON STATE HIGHWAY COMMISSION
(Official title of Highway Department)

By
Chairman, State Highway Commission
(Title of officer)

Attest
SECRETARY

By Chas H Reynolds
Member, State Highway Commission
(Title of officer)

By
Member, State Highway Commission
(Title of officer)

RECOMMENDED FOR APPROVAL:
STATE HIGHWAY ENGINEER

By
(Title of officer)

By
(Title of officer)

COMMISSIONER OF PUBLIC ROADS,

By
*Division Engineer,*
*Bureau of Public Roads.*

SEP 24 1936

Oregon State Highway Department

Federal Aid
Project No. ER-15(1)

UMPQUA RIVER BRIDGE ON THE OREGON

COAST HIGHWAY IN DOUGLAS COUNTY

(Estimate as a basis for project agreement. Based on low bid prices.)

Salem, Oregon, August 27, 1956

Type Code X032
Pier Protection (Sta. 561+48.25)(Contract No. 4790)

| | | | |
|---|---|---|---|
| 550 lin. ft. | Furnish 14" BP 73# Steel Piling | $11.00 | $ 6,050.00 |
| 10 only | Drive Steel Piles | 140.00 | 1,400.00 |
| All Required | Structural Steel | | 4,600.00 |
| 4 M-FBM | Treated Timber in Place | 400.00 | 1,600.00 |
| | Subtotal | | $13,650.00 |
| | 10% Engr. & Cont. | | 1,365.00 |
| | Total | | $15,015.00 |

Length of Project 0.000 Mile

| | |
|---|---|
| Federal Funds............................................................ | $ 7,500.00 |
| State Funds............................................................ | 7,515.00 |
| | $15,015.00 |

State Funds for Const.: Chap. 175, Laws 1917; Chap.31, Laws 1920;
Chap. 529, Laws 1939

State Funds for Maint.: Chap. 529, Laws 1939

Oregon State Highway Department

Federal Aid
Project No. ER-15(1)

## UMPQUA RIVER BRIDGE ON THE OREGON COAST HIGHWAY IN DOUGLAS COUNTY

(Estimate to accompany plans and specifications. Not as a basis for project agreement.)

Salem, Oregon, June 26, 1956

**Type Code X032**
**Pier Protection** (Sta. 561+48.25)

| | | | |
|---|---|---|---|
| 550 lin. ft. | Furnish 14" BP 73# Steel Piling | $8.50 | $ 4,675.00 |
| 10 only | Drive Steel Piles | 150.00 | 1,500.00 |
| All Required | Structural Steel | | 3,456.00 |
| 4 M-FBM | Treated Timber in Place | 400.00 | 1,600.00 |
| | Subtotal | | $11,231.00 |
| | 10% Engr. & Cont. | | 1,123.10 |
| | Total | | $12,354.10 |

Length of Project 0.000 Mile

| | |
|---|---|
| Federal Funds........................................................ | $ 5,000.00 |
| State Funds........................................................ | 7,354.10 |
| | $12,354.10 |

Oregon State Highway Department

Federal Aid
Project No. ER-15(1)

## UMPQUA RIVER BRIDGE ON THE OREGON COAST HIGHWAY IN DOUGLAS COUNTY

(Estimate to accompany plans and specifications. Not as a basis for project agreement.)

Salem, Oregon, July 31, 1956

Type Code X032
Pier Protection (Sta. 561+48.25)

| | | | |
|---|---|---|---|
| 550 lin. ft. | Furnish 14" BP 73# Steel Piling | $9.00 | $ 4,950.00 |
| 10 only | Drive Steel Piles | 150.00 | 1,500.00 |
| All Required | Structural Steel | | 4,600.00 |
| 4 M-FBM | Treated Timber in Place | 400.00 | 1,600.00 |
| | Subtotal | | $12,650.00 |
| | 10% Engr. & Cont. | | 1,265.00 |
| | Total | | $13,915.00 |

Length of Project 0.000 Mile

| | |
|---|---|
| Federal Funds. . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . | $ 5,000.00 |
| State Funds. . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . | 8,915.00 |
| | $13,915.00 |

RECEIVED
SEP 12 1956
FOR FILING

September 11, 1956

Mr. Tom Lillebo
Reedsport
Oregon

Dear Sir:

We enclose herewith three fully executed copies of contracts awarded to you by the State Highway Commission, as follows:

Contract No. 4786, covering Umpqua Lighthouse State Park Latrine in Douglas County.

Contract No. 4790, covering Umpqua River Bridge Pier Protection on the Oregon Coast Highway in Douglas County.

Contract No. 4803, covering K.I.D. "A" Canal and Lost River Bridges on the Homedale and Charles Drew County Roads in Klamath County.

We are also sending a copy of each of the above contracts to the surety on your performance bonds.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encls.

A

EF-15(1)
4790

RECEIVED
AUG 21 1956
FOR FILING

4770

August 20, 1956

Mr. Tom Lillebo
Reedsport, Oregon

Dear Mr. Lillebo:

The State Highway Commission on August 17, 1956 awarded to you State Highway Contract No. 4770 for construction of a pier fender on the Umpqua River Bridge at Reedsport in Douglas County.

This award was based on your bid of $13,680, which was the low bid submitted to the Commission on that day for this project. Contract forms will be sent to you for execution within the next few days.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

blm

cc: Tom Edwards
S. H. Probert
R. G. Savage, SIAC
P. M. Stephenson

RECEIVED
REFERRED TO
AUG 1956
FOR FILING

OREGON DISTRICT

ER-15 (1)

4790

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

408 STATE HIGHWAY BLDG.
SALEM, OREGON

NOTED
W. C. WILLIAMS

08-35

August 17, 1956

Mr. W. C. Williams
State Highway Engineer
Salem, Oregon

Dear Sir:

This is to advise of our prior verbal concurrence as of this date in award of contract No. 4790 for Oregon Project ER-15(1), Umpqua River Bridge near Reedsport on the Oregon Coast Highway (Pier Protection), to Tom Lillebo of Reedsport, Oregon, low bidder in the amount of $13,650.00 at the August 17, 1956 bid opening.

Very truly yours,

C. G. Polk
C. G. POLK
District Engineer

(copy to Mr. Probert)

RECEIVED
AUG 20 1956
OREGON
STATE HIGHWAY COMMISSION

110-1028 Sherman St.-Pine Street 1956
(Sutherlin) Sec. Drainage
#4791 improvement.

W. C. Williams

RECEIVED
1957

W. C. WILLIAMS April 16, 1957

# FINAL COST ANALYSIS

Sherman Street-Pine Street (Sutherlin)
Contract No. 4791
110-1028

Drainage Improvement
Fred J. Stubbert, Contractor
Gordon Spaulding, Resident Engineer

Elkton-Sutherlin Highway
Prefix: 110-1028

4791

| Item | Quantity | Unit | Unit Bid | Unit Cost | Total Cost | Gross Revenue |
|---|---|---|---|---|---|---|
| Removal of Catch Basins | 1 | Each | $ 25.00 | $ 4.42 | $ 4.42 | $ 25.00 |
| Drainage Excav., Unclass. | 567.56 | Cu. Yd. | 2.00 | 2.56 | 1,451.29 | 1,135.12 |
| 8" Sewer Pipe | 22 | Lin. Ft. | 2.00 | 0.96 | 21.10 | 44.00 |
| 18" Sewer Pipe | 42 | Lin. Ft. | 5.00 | 3.28 | 137.59 | 210.00 |
| 30" Sewer Pipe | 771 | Lin. Ft. | 8.00 | 6.41 | 4,945.11 | 6,168.00 |
| Extra for Pipe Under Pavement | 88.1 | Lin. Ft. | 10.00 | 4.78 | 421.13 | 881.00 |
| Concrete Catch Basins | 2 | Each | 80.00 | 127.91 | 255.82 | 160.00 |
| Concrete Manholes | 4 | Each | 200.00 | 281.25 | 1,125.00 | 800.00 |
| Special Headwall | 1 | Each | 100.00 | 84.45 | 84.45 | 100.00 |
| | | | | | $8,445.91 | $9,523.12 |

| | |
|---|---|
| Gross Revenue | $9,523.12 |
| Total Cost | 8,445.91 |
| Net Profit | $1,077.21 |

Net Profit Equals 11.3% of the Gross Revenue

# DETAIL OF COSTS

| | | | | | | |
|---|---|---|---|---|---|---|
| **Labor:** | | | | | | |
| Labor | | | | | $1,640.59 | |
| Labor Insurance | | | | | 144.37 | |
| Health and Welfare | | | | | 48.50 | $1,833.46 |
| **Materials:** | | | | | | |
| 8" Sewer Pipe | 22' | | At | $ 0.50 | $ 11.00 | |
| 18" Sewer Pipe | 42' | | " | 2.13 | 89.46 | |
| 30" Sewer Pipe | 771' | | " | 4.10 | 3,161.10 | |
| Manhole Rings and Cones | 4 | Each | " | 35.00 | 140.00 | |
| Manhole Covers | 4 | Each | " | 55.00 | 220.00 | |
| Ready-Mix Concrete | 12 | Cu. Yd. | " | 17.00 | 204.00 | |
| Reinforcement Steel | | | | | 21.60 | |
| Grates | 2 | Each | " | 35.00 | 70.00 | |
| Rock, Sand, and Cement | | | | | 245.00 | $4,162.16 |
| **Equipment Rental and Miscellaneous Supplies:** | | | | | | |
| Equipment Rental, Owned | | | | | $ 910.00 | |
| Equipment Rental, Hired | | | | | 96.00 | |
| Gas, Oil, and Grease | | | | | 345.00 | |
| P. L. and P. D. Insurance | | | | | 32.25 | |
| Bond | | | | | 102.00 | |
| Small Tools and Misc. Supplies | | | | | 64.50 | |
| Home Office and General Overhead | | | | | 206.68 | |
| Street and Water Line Repair | | | | | 693.86 | $2,450.29 |
| | | | | TOTAL COST | | $8,445.91 |

Remarks:

This was a "State Project" for drainage improvement calling for the installation of 835 linear feet of concrete sewer pipe, on Sherman and Pine Streets in the City of Sutherlin.

This project was bid and awarded August 17, 1956; work was started September 11th and was completed October 19, 1956.

The contractor moved in his equipment September 11 and started excavating for catch basins and manholes and pipe. The contractor shows a loss on the drainage excavation due to the high cost of repairs to the existing water pipes that were encountered in the line of excavation. A loss was also suffered on the catch basins and manholes due to a low bid and the high cost of materials.

The contractor on the completed project realized a good profit on all the pipe offsetting his loss on the other items.

M. N. Juve
Chief Cost Analyst

By

C. E. Layton

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DEC 11 1956
FOR FILING

OREGON STATE HIGHWAY DEPARTMENT

(date)
December 5, 1956

110-1028
~~(CONTRACT NO.)~~

~~4791~~

(EST. NO.)
2-Final

(CONTRACTOR)
Fred J. Stubbert

(VOUCHER NO.)
25892

(WARRANT NO.)
H-167064

(AMOUNT)
$ 1,232.25

(DATE)
12/5/56

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

Ruth Rawlings
ACCOUNTING DIVISION

---

Specified completion Date: 32 Work days from 9-1-56

Time Extensions: none

Completion Date: 10-19-56

Date Accepted: 11-8-56

Penalties: none

Claims: none

Remarks:

---

Date: 12-6-56

To the Accounting Division:

Release of the above warrant is hereby authorized

H B Glaisyer
H. B. Glaisyer
Secretary

NOTED ON CARD

Warrant Mailed: DEC 7 1956

Ruth Rawlings

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NOV 27 1956
FOR FILING

110- [illegible]

4791

November 27, 1956

**CERTIFIED MAIL**

The Aetna Casualty & Surety Co.
Portland Service Department
300 Yeon Bldg.
Portland 4, Oregon

Gentlemen:

State Highway Contract No. 4791 for work performed on the Sherman St.-Pine St. (Sutherlin) Section of the Elkton-Sutherlin Highway in Douglas County was completed by the contractor, Fred J. Stubbert, on October 19, 1956 and was formally accepted by the Highway Commission on November 8, 1956.

Final payment in the amount of $1,232.25 will be released to the contractor on or after December 7, 1956. The total contract amount is $9,523.12 and no force account work was performed on the project.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor.

Very truly yours

H. B. Glaisyer, Secretary
OREGON STATE HIGHWAY COMMISSION

By

Assistant Secretary

gl

cc: Ray D. Pollard Agency
21 11th Avenue W.
Eugene, Oregon

NOTED ON CARD

JL

Form E-1—10M—1-56

110-1028

GON STATE HIGHWAY DEPARTM

# Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending October 19, 1956

Section Sutherlin (Sherman & Pine St)

Kind of work Drainage Improvement

Highway Elkton-Sutherlin

Section prefix 110-1028

Contractor Fred J, Stubbert

Contract number 4791

Date of contract July 17, 1956

Date of completion 32 Workdays begin Sept 1 1956

Date work started Sept 11, 1956

Estimated date of completion October 19, 1956

Project authorization . . . . . . . . $11,829.38

Exclusive of Engineering . . . . . . . $10,988.18

Per cent of time elapsed 100%

Estimated cost of completed project, exclusive of engineering . . . . . $10,400

Estimated per cent overrun or underrun . . . . . 6.5%

Per cent of contract completed, based on total contract price . . . . . 93.5%

Engineering authorization . . . . . . . $841.20

Engineering cost to date $530, 63%

Date project was completed October 19, 1956

---

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Project completed and cleaned up October 19, 1956

Mr. Klaboe inspected this project on Wednesday of this week.

This will be the final weekly report.

Noted
M. N. Juve

NOTED
FORREST COOPER

NOTED
C. E. PAULSEN

NOTED
D. J. BARBEE

NOTED
L. H. Young

RECEIVED
OCT 22 1956
OFFICE OF
CONSTR [illegible]

Signed

Address P. O. Box 551, Roseburg, Oregon

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

NOTED
V. D. WOLFE

State Printing 92073

| | Drainage<br>GRADING<br>Improvement | SURFACING | MAINTENANCE MATERIALS | OIL AND BITUMINOUS MACADAM | PAVING |
|---|---|---|---|---|---|
| Miles in project | | | | | |
| Miles partially completed | | | | | |
| Miles completed | | | | | |
| Total estimated quantities (contract) | 920 Lin.Ft. | | | | |
| Total quantities corrected to date | 843 Lin.Ft. | | | | |
| Estimated quantities moved or placed to date | 843 Lin.Ft. | | | | |
| Average daily quantities | 0 | | | | |
| Average daily quantities necessary to complete project on time | 0 | | | | |
| Number shifts per day | 0 | | | | |
| Hours per shift | 0 | | | | |
| Average force on project for week | 0 | | | | |

| | |
|---|---|
| Men | 0 |
| Supervision | 0 |
| Men and trucks under 3 tons | 0 |
| Men and trucks over 3 tons | 0 |
| Men and tractors | 0 |

Equipment used during week: Shovels .........., Power graders .........., Rollers .........., Mixers .........., Crushing or screening plants ..........

Compressors .........., Bulldozers .........., Compaction rollers .........., . . . . .........., . . . . .........., . . . . ..........

| | WEATHER | HRS. DELAY | CAUSE OF DELAY |
|---|---|---|---|
| Sunday | Rain | | |
| Monday | Fair | | |
| Tuesday | Fair | | |
| Wednesday | Rain | | |
| Thursday | Rain | | |
| Friday | Clear | | |
| Saturday | Clear | | |

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[illegible]

4791

September 11, 1956

Mr. Fred J. Stubbert
1056 "J" Street
Springfield, Oregon

Dear Sir:

We enclose herewith for your files a fully executed copy of contract No. 4791, which was awarded to you by the State Highway Commission on August 17, for drainage improvement on the Sherman St.-Pine St.(Sutherlin) Section of the Elkton-Sutherlin Highway in Douglas County.

We are also sending a copy of this contract to the surety on your performance bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encl.

A

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AUG 21 1956
FOR FILING

711-1128

4791

August 20, 1956

Mr. Fred J. Stubbert
056 "J" Street
Springfield, Oregon

Dear Mr. Stubbert:

The State Highway Commission on August 17, 1956 awarded to you State Highway Contract No. 4791 for drainage improvement on the Sherman Street-Pine Street (Sutherlin) Section of the Elkton-Sutherlin Highway in Sutherlin, in Douglas County.

This award was based on your bid of $10,2[illegible]5.00, which was the low bid submitted to the Commission on that day for this project. Contract forms will be sent to you for execution within the next few days.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

bl:

cc: Tom Edwards
S. H. Probert
R. G. Savage, SIAC
P. M. Stephenson

RECEIVED
MAY 31 1956
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110-1028

4791

May 29, 1956

Oregon State Highway Commission

Gentlemen:

In 1953 we improved Central Avenue in the city of Sutherlin, as this avenue formed a connection from the city of Sutherlin to the interchange on US99 Freeway.

The storm sewer system on this street has never been adequate, and due to the area's building up quite rapidly, resulting in much quicker runoffs of drainage waters, the situation has been aggravated to the extent that material damage could accrue to adjacent properties. In order to correct the condition it will be necessary to provide a sewer pipe approximately 900 feet long, of which the estimated cost is $12,000.

I believe this is a matter that should be taken care of before next winter and recommend that you authorize contracting of the necessary storm sewer as soon as plans can be prepared. This necessarily will be a state project, if you so approve.

Very truly yours,

W. C. Williams
Deputy State Highway Engineer

cc Mr. Forrest Cooper
Mr. S. H. Probert
Mr. C. H. Maison

WCW:me fn

FORM 230—50M—11-55—90224

**OREGON STATE HIGHWAY DEPARTMENT**

**INTER-DEPARTMENT CORRESPONDENCE**

Salem, Oregon
May 21, 1956

**SUBJECT:** Corrective Drainage
West Central Ave.
City of Sutherlin
Elkton-Sutherlin Hwy.

**To:**
Mr. W. C. Williams
Deputy State Highway Engineer

Office

NOTED
W. C. WILLIAMS

You will recall that in the year 1953 the Highway Commission improved Central Avenue in the City of Sutherlin, the section extending, roughly, between the old route of 99 and the new express route. Improvement consisted of curbs, widening pavement and installation of a storm sewer which was under-designed. This storm drain has never worked properly and has been a constant source of complaint. Several minor changes have been made in an attempt to alleviate the condition, however it still persists.

In order to properly correct the condition it will be necessary to install approximately 900 feet of 30 inch sewer to provide runoff capacity and make some other minor changes. The job has been worked up and the estimate compiled which totals $12,000 and it is my recommendation that the project be contracted at an early letting so that the work may be completed before another winter. As the area builds up the condition is becoming more aggravated, hence my recommendation for adequate corrective measures.

Forrest Cooper
Construction Engineer

FC:ep

RECEIVED
MAY 21 1956
OFFICE OF
STATE HIGHWAY ENGINEER

ER-9(1) China Gulch-Copper Road Sec. 1956

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APR 16 1958
FOR FILING

[illegible]

4192

RW-18758

Salem, Oregon
January 23, 1958

Agenda Item 2-1

R 27554
Offenbacher-O'Brien Ditch
Agreement
China Gulch-Copper Road Section
Medford-Provolt Highway

Mr. Leonard I. Lindas
Chief Counsel
Office

Attention: Mr. Frank C. McKinney
Chief, Office Section

Attached for further handling are seven fully executed copies of an agreement with the users of Offenbacher-O'Brien irrigation ditch relative to the relocation and reconstruction of irrigation ditch on the China Gulch-Copper Road Section of the Medford-Provolt Highway in Jackson County.

A fully executed copy of the above agreement has been retained in this office for the Commission's files.

Secretary

rn
Attach: 7

1-16-58

FORM 230—12½M—9-55—96200

**OREGON STATE HIGHWAY DEPARTMENT**

**INTER-DEPARTMENT CORRESPONDENCE**

Salem, Oregon
January 15, 1958

**SUBJECT:** R 27554
Offenbacher-O'Brien Ditch
Agreement and Release
China Gulch-Copper Road Section
Medford-Provolt Highway

**To:** Mr. H. B. Glaisyer
Secretary
Office

Attached hereto are eight copies of proposed agreement relative to relocation and reconstruction of an irrigation ditch in Jackson County. This agreement is listed on the agenda as item 2 (1) for the January meeting. It is requested that all eight copies be executed by the Commissioners since an executed copy is to be given to each party to the agreement.

Mr. Paxson is familiar with this matter, but has not had an opportunity to approve this form of agreement. It is my understanding that he will be at the Commission meeting tomorrow and it is requested that these be presented to him for approval before they are signed by the Commissioners.

G E Rohde w.
G. E. ROHDE
Assistant Counsel

PW
Enc.

NOTED
H. B. GLAISYER

[illegible] 1/16/58
H. B. Glaisyer

COMMISSIONERS
CHAS. H. REYNOLDS, CHAIRMAN
LA GRANDE
M. K. McIVER, MEMBER
PORTLAND
ROBERT B. CHESSMAN, MEMBER
ASTORIA
H. B. GLAISYER, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

W. C. WILLIAMS
STATE HIGHWAY ENGINEER
FORREST COOPER
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
COUNSEL

AGENDA
JAN 16 1958
2-L

January 13, 1958

Oregon ~~State~~ Highway Commission

Re: Offenbacher-O'Brien Ditch
Agreement and Release
China Gulch-Copper Road Section
Medford-Provolt Highway
Our File: R-27554

Gentlemen:

During the widening and improving of the section of the above mentioned highway, it became necessary to relocate inside the highway right of way, an irrigation ditch which serves property owned by some ten individuals in that immediate area. The relocation of this irrigation ditch occurred between Highway Engineer's Centerline Survey Stations 92+50 to 100+00.

In bringing about this relocation, it became necessary for us to obtain a release from the owners of the property being served by the ditch, inasmuch as we placed certain restrictions in the ditch, such as culverts and flumes and it likewise became necessary to make some arrangements for the maintenance of this ditch inside the State Highway right of way since none of the parties who owned and previously maintained the ditch had sufficient equipment to properly maintain that portion of the ditch which was now placed in culverts.

REFERRED TO [illegible] BY SECRETARY

The property owners retained Mr. G. W. Kellington, attorney at law in Medford, Oregon, to represent them and it was finally agreed that the ditch owners would give us a full release for relocating their ditch so long as the highway remains under the control of the State Highway Department and would maintain that portion of their ditch in the right of way and in addition, pay them a consideration of $250.00 which said sum the property owners would be required to pay their attorney for his time and effort involved in reaching this agreement with the State.

An agreement to this effect has been prepared, with the approval of the engineers, and has been signed by all of the owners of the irrigation ditch.

It is my recommendation that the Highway Commission accept the release and agreement that has been prepared and signed by the property

Ⓐ
8 COPIES TO
BE SIGNED

(see letter attached)
(Mr. Paxson has not [illegible] it)

C.C.R

owners and pay to Mr. G. W. Kellington as assignee of the property owners, the $250.00 consideration which is recited in the above mentioned agreement.

Very truly yours,

L. I. LINDAS
Chief Counsel

By
G. E. ROHDE
Assistant Counsel

FCM:mmb
cc: W. C. Williams
Forrest Cooper
P. M. Stephenson
H. B. Glaisyer
R. Y. Thornton
C. H. Maison

RECEIVED Williams
JAN 10 1958
FOR FILING

NOTED
W. C. WILLIAMS

4792

China Gulch-Copper Road
Contract No. 4792

FINAL COST ANALYSIS

Grade and Oil
F. L. Somers, Contractor
Walter D. Hicks, Resident Engineer

Medford-Provolt Highway
Prefix: 115-1142-201(41)

| Item | Quantity | Unit | Unit Cost | Unit Bid | Total Cost | Gross Revenue |
|---|---|---|---|---|---|---|
| Clearing and Grubbing | 100% | All | $4,981.05 | $11,000 | $ 4,981.05 | $11,000.00 |
| Drainage Excav., Unclass. | 90.99 | Cu. Yds. | 2.57 | 3.00 | 234.11 | 272.97 |
| Special Borrow Excav., Unclass. | 11,271 | Cu. Yds. | 0.63 | 0.70 | 7,129.73 | 7,889.70 |
| General Excav., Unclass. | 34,259.6 | Cu. Yds. | 0.65 | 0.50 | 22,391.24 | 17,129.80 |
| Short Overhaul | 93,805.8 | Yd. Sta. | 0.013 | 0.01 | 1,226.19 | 938.06 |
| Long Overhaul | 1,418.1 | C-yd. Sta. | 0.58 | 0.45 | 834.16 | 638.15 |
| Finish R/B and Slopes | .89 | Mile | 878.93 | 1,000 | 782.25 | 890.00 |
| Rounding Cutbanks | 2,210 | Lin. Ft. | 0.17 | 0.20 | 370.46 | 442.00 |
| 12" Concrete Pipe | 60 | Lin. Ft. | 2.71 | 3.00 | 162.94 | 180.00 |
| 18" Concrete Pipe | 138 | Lin. Ft. | 3.76 | 4.00 | 520.14 | 552.00 |
| 24" Concrete Pipe | 45 | Lin. Ft. | 5.42 | 6.00 | 244.28 | 270.00 |
| 6" Concrete Drain Pipe | 102 | Lin. Ft. | 1.29 | 1.50 | 131.68 | 153.00 |
| Coarse Crushed Mat'l in Base | 5,273 | Cu. Yds. | 3.12 | 2.40 | 16,476.77 | 12,655.20 |
| 3/4"-0 Mat'l in Base | 864 | Cu. Yds. | 3.34 | 2.65 | 2,889.64 | 2,289.60 |
| Sprinkling | 305.9 | M-gal. | 1.92 | 2.00 | 588.98 | 611.80 |
| Preparation of Base | .89 | Mile | 454.57 | 500.00 | 404.57 | 445.00 |
| Furnish & Place Aggregate | 720 | Cu. Yds. | 5.16 | 5.00 | 3,720.25 | 3,600.00 |
| RS-1 Asphalt | 12.44 | Tons | 52.20 | 60.00 | 649.40 | 746.40 |
| PA #1 General Excavation | 961.33 | Cu. Yds. | 0.65 | 0.50 | 628.31 | 480.67 |
| PA #1 Backfill | 624.11 | Cu. Yds. | 0.86 | 1.00 | 535.67 | 624.11 |
| *PA #1 Struc. Excav. | 45.57 | Cu. Yds. | 3.00 | 3.00 | 136.71 | 136.71 |
| *PA #1 Class "A" Concrete | 78.98 | Cu. Yds. | 59.00 | 75.00 | 4,659.82 | 5,923.50 |
| *PA #1 Metal Reinforcement | 14,729 | Lbs. | 0.135 | 0.16 | 1,988.42 | 2,356.64 |
| *PA #1 Lumber | .15 | M-FBM | 350.00 | 350.00 | 52.50 | 52.50 |
| PA #2 25" x 16" Arch Type Metal Pipe | 594 | Lin. Ft. | 5.90 | 6.50 | 3,504.01 | 3,861.00 |

Loss

| Item | Quantity | Unit | Unit Cost | Unit Bid | Total Cost | Gross Revenue |
|---|---|---|---|---|---|---|
| PA #2 Excav. & Backfill, Unclass. | 992.7 | Cu. Yds. | $ 1.37 | $ 1.50 | $ 1,364.56 | $ 1,489.05 |
| *PA #3 Cement Adj., in Favor of Contractor | 1.3 | Bbl. | 4.15 | 4.15 | 5.40 | 5.40 |
| PA #4 120-150 Asphalt | 43.63 | Tons | 48.82 | 56.00 | 2,130.27 | 2,443.26 |
| Force Account | | | | | 2,671.75 | 2,957.72 |
| | | | | | $81,415.26 | $81,034.26 |

* Work Done All or In Part By Ousland Construction Company

| | |
|---|---|
| Gross Revenue | $81,034.26 |
| Total Cost | 81,415.26 |
| Net Loss | $ 381.00 |

Loss Equals 0.47% of the Gross Revenue

## DETAIL OF COSTS

Labor:

| | | |
|---|---|---|
| Labor | $28,969.64 | |
| Labor Insurance | 2,172.72 | |
| Health and Welfare | 1,019.00 | |
| | | $32,161.36 |

Materials:

| | | | | | | |
|---|---|---|---|---|---|---|
| 12" Concrete Pipe | 60 | Lin. Ft. | At | $ 0.85 | $ 52.80 | |
| 18" Concrete Pipe | 138 | Lin. Ft. | " | 2.04 | 281.52 | |
| 24" Concrete Pipe | 45 | Lin. Ft. | " | 2.70 | 121.50 | |
| 6" Concrete Drain Pipe | 102 | Lin. Ft. | " | 0.32 | 32.64 | |
| 25" x 16" Arch Type Metal Pipe | 594 | Lin. Ft. | " | 3.98 | 2,364.12 | |
| 25" x 16" Bands | 24 | Each | " | 3.98 | 95.52 | |
| RS-1 Asphalt | 12.44 | Tons | " | 25.20 | 313.45 | |
| Freight | 12.44 | Tons | " | 10.677 | 132.83 | |
| 120-150 Asphalt | 43.63 | Tons | " | 24.50 | 1,068.94 | |
| Freight | 43.63 | Tons | " | 7.351 | 320.73 | |
| Staples | 5 | Lbs. | " | 0.19 | .95 | |
| 3/8" Cotton Rope | 1 3/8 | Lbs. | " | 1.05 | 1.45 | |
| 1 1/4" Eye Bolt | 1 | Only | " | 11.77 | 11.77 | |
| Class "B" Concrete Mix, Delivered | 100 | Bags | " | 1.20 | 120.00 | |
| Class "B" Concrete Mix, At Plant | 14 | Bags | " | 1.00 | 14.00 | |
| Turn Buckles | | | | | 42.15 | |
| | | | | | | $ 4,974.37 |

Equipment Rentals and Misc. Expense:

| | | |
|---|---|---|
| Equipment Rental (Owned) | $22,210.26 | |
| Equipment Rental (Hired) | 6,389.05 | |
| Gas, Oil, and Grease | 4,576.62 | |
| Small Tools | 394.54 | |
| Bond | 605.74 | |
| P.L. and P.D. Insurance | 353.13 | |
| Explosives | 660.79 | |
| Freight | 111.60 | |
| Home Office and General Overhead | 2,134.95 | |
| | | $37,436.68 |
| Paid Ousland Construction Company | | 6,842.85 |
| | | $81,415.26 |

## Breakdown of Crushing Costs

| | Quantity | Unit | Total Cost | Unit Cost |
|---|---|---|---|---|
| Move In & Set Up | 5,273 | Cu. Yd. | $ 3,004.86 | $0.438 |
| Load for Crusher | " | " " | 2,502.06 | 0.364 |
| Haul to Crusher | " | " " | 3,274.18 | 0.477 |
| Crushing | " | " " | 6,618.58 | 0.963 |
| Stockpile 3/4"-0 & Oil Rock | 1,584 | Cu. Yd. | 358.07 | 0.226 |

Total Crushing Time = 210 Hours

Down Time = 18 Hours

Operating Time = 192 Hours

Average Crush per Hour = $\frac{5,273}{192}$ = 26.4 Cu. Yd.

Remarks:

This was a "Federal Aid Secondary Emergency Relief Project" located on the Medford-Provolt Highway in Jackson County. The southeasterly end of the project was approximately 1.31 miles westerly of the town of Ruch. The southwesterly end of the project was approximately 5.2 miles easterly of the Applegate Post Office. The overall length of the project was 0.89 mile.

The work to be done under this contract consisted of the construction of 0.89 mile of highway roadbed, stone base, Type 0-11 oil mat wearing surface and the performance of such additional and incidental work as called for by the plans and specifications.

The project was bid and awarded to F. L. Somers on August 17th, 1956. Work was started on September 6th, 1956 and was completed on July 10th, 1957. The post-final was dated November 5th, 1957.

The contractor moved in and began clearing on September 6th, 1956 using a crew of 4 men and an HD 15 tractor with dozer blade. This work progressed rapidly and was completed during the week ending September 21st, 1956 except for some burning which was done later.

During the week ending September 14th, 1956 the contractor moved in his grading equipment consisting of 2 Tournapulls, a 215 c.f.m. compressor, wagon drill, 2½ cu. yd. shovel, 2 Dumptors, a #12 Caterpillar power grader, 3/4 cu. yd. shovel and other necessary equipment. The material excavated consisted of both common and solid, with the solid being predominate.

As soon as the general excavation material had been placed the contractor began hauling and placing the borrow material. For this work he used a 3/4 Lensly shovel and at times a Michigan loader with a 1½ cu. yd. scoop, to load, 3 - 5 cu. yd. trucks and 2 - 6 cu. yd. trucks to haul. The material was processed with an HD 15 dozer and a #12 power grader. This material was all in place on November 8th, 1956 except for the cover of the box culvert which was not completed at this time.

At this time the contractor closed down his operation until the box culvert was completed.

On January 3rd, 1957 the contractor began backfilling the box culvert. This work was completed on January 8th, 1957 and traffic was put back on the main roadbed.

While waiting for the box culvert to be built, the contractor began setting up his two-crusher crushing plant. He began crushing and placing the coarse crushed material in base on the road on Janurary 3rd, 1957. For this work the contractor used the following equipment: a #12 grader, 2 Dumptors, a 3/4 dragline, a two-crusher plant, one 6 cu. yd. truck, two 16 cu. yd. belly dump trucks, an HD 15 tractor with bulldozer and a 10-ton, 3-leg roller.

During the week ending February 8th, 1957 he began placing the 3/4"-0 material on the base. All the base and shoulder rock was in place on February 19th, 1957.

Remarks (Cont'd):

While making the base and 3/4"-0 aggregate, the contractor was unable to make his oil rock. He began producing this material on February 20th, 1957 and completed this work during the week ending April 19th, 1957.

All work on the project was completed during that week except the placing of the oil mat.

During the period until the oil mat was placed the contractor maintained the project. The oil mat was placed on June 4th and 5th, 1957 and the second seal was placed on June 7th, 1957. This finished the work except for cleanup.

The contractor finished all work on the project on July 10th, 1957.

Although the contractor had good equipment and made good progress on the grading, a low excavation price and an inefficient crushing operation resulted in a small loss on the project.

M. N. Juve
Chief Cost Analyst

By . . F. W. Sugnet

RECEIVED
FOR FILING

FORM 830—12½M—8-55—98209

EA 9(1)

4712

G S Paxson

# OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
December 31, 1957

**SUBJECT:** Offenbacher-O'Brien Ditch
China Gulch-Copper Road Section
Medford-Provolt Highway

To: Leonard I. Lindas
Chief Counsel

OFFICE

On December 26th, I received a letter from Mr. G. W. Kellington indicating that he was satisfied with our proposal to show a consideration in the sum of $250.00 for our release agreement concerning the relocation of the above mentioned ditch and in accordance with my letter of December 18th, was forwarding the agreements and assignments to his clients for their signatures.

We can, therefore, apparently expect these agreements to be returned before the next Commission meeting and, in order to complete this matter, I would appreciate it if you could have the same placed on the Commission agenda for their approval at the next meeting so that at the conclusion of the same, Mr. Saling will be authorized to draw a warrant and close this transaction.

FRANK C. McKINNEY
Chief, Office Section

FCM:mmb
cc: Earl Saling
G. S. Paxson

NOTED
G. S. PAXSON

RECEIVED
1957
OFFICE OF
STATE HIGHWAY ENGINEER

Paxson

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DEC 20 1957
FOR FILING

4712

FORM E-1..X 30M 9-57

COMMISSIONERS
CHAS. H. REYNOLDS, CHAIRMAN
LA GRANDE
M. K. McIVER, MEMBER
PORTLAND
ROBERT B. CHESSMAN, MEMBER
ASTORIA
H. B. GLAISYER, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

December 18, 1957

Mr. G. W. Kellington
Attorney at Law
201 U. S. National Bank Building
Medford, Oregon

Re: Offenbacher-O'Brien Ditch
China Gulch-Copper Road Section
Medford-Provolt Highway

Dear Mr. Kellington:

Your letter of December 5 has been handed to me for reply and in compliance with the same I am enclosing herewith two backed and six unbacked copies of the agreement and release concerning the above mentioned ditch. The extra copies are for your clients should they desire to have them.

I have gone over the problem of whether or not the State Highway Commission could pay you an attorney fee, as mentioned in your letter, with Mr. Lindas, Chief Counsel, and he has requested me to inform you that we do not have statutory authority to reimburse you directly, since your services were not requested by the State.

He suggested, however, that we could in the agreement recite a consideration of $150 for the same and then, if your clients so desire, they could assign their interest in the $150 to you. If this arrangement would be satisfactory to you and your clients, Mr. Lindas would be willing to recommend the same to the Commission for their approval at their next meeting which is on January 16th and 17th, 1958.

In order to carry out Mr. Lindas's proposal, I am enclosing five assignment of claim forms which your clients may sign and which would authorize us to make the check payable directly to you rather than to all of the ditch owners. I am also enclosing a claim voucher which should be signed by you after you receive the assignments.

To conclude this matter, we would appreciate it if you would have your clients sign and return the two backed copies of the agreement to us, and after they are signed by the Commission, we will return one copy to you. Also, of course return the assignment forms and voucher.

I trust that this arrangement will be satisfactory with you and if it is not, we would appreciate any suggestions or comments you may have on the same.

NOTED
G. S. PAXSON

Mr. G. W. Wallington
page 2 12-18-57

In the event I do not write to you again before Christmas, I would like to take this opportunity to wish you, your family, and the rest of your firm and their families a Very Merry Christmas and a Happy New Year.

Yours very truly,

FRANK C. McKINNEY
Chief, Office Section

FCMcK:mm

enc.

cc L. I. Lindas
G. S. Paxson
Earl F. Saling

RECEIVED
DEC 18 1957
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
DEC 16 1957
FOR FILING

ER-9(1)

4792

Salem, Oregon
December 10, 1957

Mr. Leonard I. Lindas

I am returning your file on the Offenbacher-O'Brien ditch. I would recommend that we assume the $250 legal fee and complete the agreements with the property owners.

G. S. Paxson

GSP:gm
Attach.

RECEIVED
DEC 2 1957
FOR FILING

Files

OREGON STATE HIGHWAY DEPARTMENT
(date)
November 27, 1957

E1-9(1)

| | | | |
|---|---|---|---|
| ~~(CONTRACT NO.)~~ | (EST. NO.) | (CONTRACTOR) | |
| 4792 | 12 Post Final | F. L. Somers | |
| (VOUCHER NO.) | (WARRANT NO.) | (AMOUNT) | (DATE) |
| 26950 | H197540 | $ 269.80 | 11-27-57 |

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

Gertrude Chapweske
ACCOUNTING DIVISION

Specified completion Date: 130 workdays from 9-1-56

Time Extensions: None

Completion Date: July 10, 1957

Date Accepted: Aug. 8, 1957

Penalties: None of record

Claims: None of record

Remarks:

Date: Nov. 29, 1957

To the Accounting Division:

Release of the above warrant is hereby authorized

H. B. Glaisyer
Secretary

Warrant Mailed:

NOV 29 1957
GC

NOTED ON CARD

4792

| | | |
|---|---|---|
| Monthly transaction number<br>11-23 | For -2A (5-31-57) U.S. DEPARTMENT OF COMMERCE BUREAU OF PUBLIC ROADS | te **Oregon** |
| Project report number<br>RECEIVED<br>8 1957 | **MODIFICATION OF FEDERAL-AID PROJECT AGREEMENT** | County **Jackson** |
| | | Project number **ER-9(1)** |

FOR FILING

The Project Agreement for the above-referenced project entered into between the undersigned parties and executed by the Division Engineer on **September 28**, 19**56** 4792, is hereby modified as follows:

Revised estimated total cost of project $ **93,551.14**

Revised Federal funds $ **43,941.00**

Other revisions - **None.**

All other terms and conditions of the Project Agreement will remain in full force and effect.

This modification is effective as of the **13th** day of **November**, 19**57**.

**OREGON STATE HIGHWAY COMMISSION**
(Official name of Highway Department)

By Chas H Reynolds

**Chairman, State Highway Commission**
(Title)

By

**Member, State Highway Commission**
(Title)

By

**Member, State Highway Commission**
(Title)

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

By C H Polk
Division Engineer

RECOMMENDED FOR APPROVAL:

STATE HIGHWAY ENGINEER

USComm-DC 11170

November 4, 1957

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

We are forwarding two copies of modification of project agreement, signed by the Highway Commission, for the China Gulch-Copper Road Section, Project No. ER-9(1).

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

EMC:ia

# PROJECT AGREEMENT

DESCRIPTION: (JOB, SECTION AND HIGHWAY)

[illegible] - Copper [illegible] Section
Medford - Provolt Highway
Jackson County

NATURE OF WORK:

Grade and Oil (Emergency Flood Damage Repair)

CONTRACT NUMBER, CONTRACTOR AND DATE OF AWARD:
4792 F. L. Somers 8-17-56

DATE OF COMPLETION:
Completed: 7-10-57
Accepted: 8-8-57
Final payment mailed

REMARKS:
Modification of Project Agreement to increase amount of Federal Funds

# PROJECT AGREEMENT

**DESCRIPTION: (JOB, SECTION AND HIGHWAY)**

China Gulch - [illegible] Section
Medford - Provolt Highway
Jackson County

**NATURE OF WORK:**

Grade and Oil (Emergency Flood Damage Repairs)

**CONTRACT NUMBER, CONTRACTOR AND DATE OF AWARD:**

4792 F. L. Somers 8-17-56

**DATE OF COMPLETION:**

Completed: 7-10-57
Accepted: 8-8-57
Final payment mailed

**REMARKS:**

Modification of Project Agreement to increase amount of Federal Funds

CP R8-2224

Form PR 9 (Revised 1950)

State Oregon

Project No. ER-9(1)

U. S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

# PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 28th day of September, 19 56, by and between The Oregon State Highway Commission, constituting for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Commissioner of Public Roads, Bureau of Public Roads, Department of Commerce, hereinafter called the Commissioner, pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), and acts amendatory thereof or supplementary thereto:

Whereas the Highway Department of said State submitted on the 8th day of February, 19 56, a program, which was approved on the 15th day of February, 19 56, for the project hereinafter described; and

Whereas the Highway Department, in accordance with the regulations promulgated for the administration of the act, has furnished surveys, plans, specifications, and/or estimates for said project; and

Whereas the District Engineer of the Bureau of Public Roads approved said surveys, plans, specifications, and/or estimates on the 1st day of August, 1956, and the sum of thirty seven thousand, five hundred and 00/100 dollars ($ 37,500.00) as the share of the United States payable under said act on account of said project which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Commissioner do hereby mutually agree as follows:

## FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department for said project have been made available in the following manner, to wit:

(*a*) By the State Chapter 175, Laws 1917; Chapter 31, Laws 1920; Chapter 529, Laws 1939. (Include date and citation of act of legislature by which authorized)

(*b*) From other sources ______ (State how placed under direct control of Highway Department)

## WORK EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following work as described in detail in said surveys, plans, specifications, and/or estimates:

~~Between~~ Flood damage repair between Stations 69+00 and 116+00, southwest of Jacksonville,

______, length 0.890 miles, in Jackson County, being Oregon project No. ER-9(1), consisting of 0.890 miles of roadway and no bridges, ~~each~~ of more than 20 feet clear span, ~~or a mile in length.~~

## CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are by reference made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Bureau of Public Roads and in accordance with the laws of said State, Federal regulations hereinbefore mentioned, and the following conditions:

(*a*) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account shall be approved by the Bureau of Public Roads.

## UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the work covered by this agreement shall not in any event exceed the sum of thirty seven thousand, five hundred and 00/100 dollars ($ 37,500.00), which does not exceed the authorized Federal pro rata share of seventy six thousand, five hundred eight and 30/100 dollars ($ 76,508.30), the approved total estimated cost of said project.

## PAYMENTS

ARTICLE V. As the work on said project progresses, the Bureau of Public Roads shall from time to time submit vouchers to the Secretary of the Treasury for the payment to the State Treasurer (Official or depository) hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of Oregon (Name) of such sums as shall not, together with previous payments, exceed the United States pro rata share as above specified, of the value, as determined by the Bureau of Public Roads after inspection and approval, of the labor and materials which have actually been put into said work in compliance with the requirements of Article III hereof.

The Commissioner reserves the right to withhold such sum as he may deem necessary to insure completion of the work in compliance with this agreement.

## MAINTENANCE OF PROJECT

ARTICLE VI. The Highway Department will maintain said project in compliance with said act of July 11, 1916, and acts amendatory thereof or supplementary thereto, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: (Include reference to statute authorizing funds and probable amount annually available)

Chapter 529, Laws 1939.

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project.

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. 112.

In witness whereof the parties have hereunto affixed their signatures as of the day and year first above written.

OREGON STATE HIGHWAY COMMISSION
(Official title of Highway Department)

By Ben R Chandler
Chairman, State Highway Commission
(Title of officer)

By Chas H Reynolds
Member, State Highway Commission
(Title of officer)

By
Member, State Highway Commission
(Title of officer)

By
(Title of officer)

By
(Title of officer)

Attest
SECRETARY

RECOMMENDED FOR APPROVAL:

STATE HIGHWAY ENGINEER

COMMISSIONER OF PUBLIC ROADS,

By
*Division Engineer,*
*Bureau of Public Roads.*

U. S. GOVERNMENT PRINTING OFFICE 16—11279-5

RECEIVED
SEP 24 1956
OREGON DISTRICT

August 28, 1956

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

We are enclosing four copies of estimate as a basis for project agreement for the China Gulch-Copper Road Section, Project No. ER-9(1).

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

JMW:ch

August 28, 1956

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

We are enclosing four copies of estimate as a basis for project agreement for the China Gulch-Copper Road Section, Project No. ER-9(1).

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

JMW:ch

Oregon State Highway Department

Federal Aid
Project No. ER-9(1)

## CHINA GULCH-COPPER ROAD SECTION OF THE
## MEDFORD-PROVOLT HIGHWAY IN JACKSON COUNTY

(Estimate as a basis for project agreement. Based on low bid prices.)

Salem, Oregon, August 27, 1956

Type Code 5231
Roadway (Sta. 69+00 to Sta. 116+00) (Contract No. 4792)

| | | | |
|---|---|---|---|
| All Required | Clearing and Grubbing | $ | $11,000.00 |
| 200 cu. yds. | Drainage Excavation, Unclassified | 3.00 | 600.00 |
| 7,600 cu. yds. | Special Borrow Excavation, Unclassified | 0.70 | 5,320.00 |
| 38,600 cu. yds. | General Excavation, Unclassified | 0.50 | 19,300.00 |
| 108,500 yd. sta. | Short Overhaul | 0.01 | 1,085.00 |
| 4,300 C-yd. sta. | Long Overhaul | 0.45 | 1,935.00 |
| 0.89 Mile | Finishing Roadbed and Slopes | 1,000.00 | 890.00 |
| 2,700 lin. ft. | Rounding Cutbanks | 0.20 | 540.00 |
| 70 lin. ft. | 12-inch Concrete Pipe | 3.00 | 210.00 |
| 250 lin. ft. | 18-inch Concrete Pipe | 4.00 | 1,000.00 |
| 50 lin. ft. | 24-inch Concrete Pipe | 6.00 | 300.00 |
| 350 lin. ft. | 36-inch Concrete Pipe | 10.00 | 3,500.00 |
| 120 lin. ft. | 6-inch Concrete Drain Pipe | 1.50 | 180.00 |
| 5,900 cu. yds. | Coarse Crushed Material in Base | 2.40 | 14,160.00 |
| 960 cu. yds. | 3/4" - 0 Material in Base | 2.65 | 2,544.00 |
| 170 M-gal. | Sprinkling | 2.00 | 340.00 |
| 0.89 Mile | Preparation of Base | 500.00 | 445.00 |
| 580 cu. yds. | Furnishing and Placing Aggregates | 5.00 | 2,900.00 |
| 44 tons | 150-200 Asphalt | 56.00 | 2,464.00 |
| 14 tons | RS-1 Asphalt | 60.00 | 840.00 |
| | Subtotal | | $69,553.00 |
| | 10% Engr. & Cont. | | 6,955.30 |
| | Total | | $76,508.30 |

Length of Roadway 0.890 Miles
Cost of Roadway per Mile $85,964.38

| | |
|---|---|
| Federal Funds - - - - - - - - - - - - - - - - - - - - - - - - - - - | $37,500.00 |
| State Funds - - - - - - - - - - - - - - - - - - - - - - - - - - - - | 39,008.30 |
| | $76,508.30 |

State Funds for Const.: Chap. 175, Laws 1917; Chap. 31, Laws 1920;
Chap. 529, Laws 1939.

State Funds for Maint.: Chap. 529, Laws 1939.

Oregon State Highway Department

Federal Aid Project
No. ER-9(1)

## CHINA GULCH-COPPER ROAD SECTION

## OF THE MEDFORD-PROVOLT HIGHWAY IN JACKSON COUNTY

(Estimate to accompany plans and specifications. Not as a basis for project agreement.)

Salem, Oregon, July 24, 1956

Type Code 5231
Roadway (Sta. 69+00 to Sta. 116+00)

| | | | |
|---|---|---|---|
| All Required | Clearing and Grubbing | | $ 4,000.00 |
| 200 cu. yds. | Drainage Excavation, Unclassified | $ 3.00 | 600.00 |
| 7,600 cu. yds. | Special Borrow Excavation, Unclassified | 0.60 | 4,560.00 |
| 38,600 cu. yds. | General Excavation, Unclassified | 0.85 | 32,810.00 |
| 108,500 yd. sta. | Short Overhaul | 0.02 | 2,170.00 |
| 4,300 C-yd. sta. | Long Overhaul | 0.50 | 2,150.00 |
| 0.89 mile | Finishing Roadbed and Slopes | 900.00 | 801.00 |
| 2,700 lin. ft. | Rounding Cutbanks | 0.20 | 540.00 |
| 70 lin. ft. | 12-inch Concrete Pipe | 2.25 | 157.50 |
| 250 lin. ft. | 18-inch Concrete Pipe | 4.00 | 1,000.00 |
| 50 lin. ft. | 24-inch Concrete Pipe | 5.50 | 275.00 |
| 350 lin. ft. | 36-inch Concrete Pipe | 9.00 | 3,150.00 |
| 120 lin. ft. | 6-inch Concrete Drain Pipe | 1.50 | 180.00 |
| 5,900 cu. yds. | Coarse Crushed Material in Base | 2.75 | 16,225.00 |
| 960 cu. yds. | 3/4" - 0 Material in Base | 3.00 | 2,880.00 |
| 170 M-gal. | Sprinkling | 3.00 | 510.00 |
| 0.89 mile | Preparation of Base | 300.00 | 267.00 |
| 580 cu. yds. | Furnishing and Placing Aggregates | 4.50 | 2,610.00 |
| 44 tons | 150-200 Asphalt | 60.00 | 2,640.00 |
| 14 tons | RS-1 Asphalt | 65.00 | 910.00 |
| | Subtotal | | $ 78,435.50 |
| | 10% Engr. & Cont | | 7,843.55 |
| | Total | | $ 86,279.05 |

Length of Roadway 0.890 mile
Cost of Roadway per mile $96,942.75

| | |
|---|---|
| Federal Funds- - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - | $ 37,500.00 |
| State Funds- - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - | 48,779.05 |
| | $ 86,279.05 |

RECEIVED
AUG [illegible] 1957
FOR FILING

file

OREGON STATE HIGHWAY DEPARTMENT
(date)
August 21, 1957

| | | |
|---|---|---|
| (CONTRACT NO.) | (EST. NO.) | (CONTRACTOR) |
| 4792 | 11-Final | F. L. Somers |

| | | | |
|---|---|---|---|
| (VOUCHER NO.) | (WARRANT NO.) | (AMOUNT) | (DATE) |
| 19183 | H189528 | $2,513.73 | August 21, 1957 |

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

Gertrude Chapweske
ACCOUNTING DIVISION

---

Specified completion Date: 130 workdays from 9-1-56

Time Extensions: None

Completion Date: July 10, 1957

Date Accepted: Aug. 8, 1957

Penalties: None of record

Claims: None of record

Remarks:

---

Date: Aug. 22, 1957

To the Accounting Division:

Release of the above warrant is hereby authorized

H B Glaisyer
H. B. Glaisyer
Secretary

Warrant Mailed: AUG 23 1957

Ruth Rawlings

NOTED ON CARD
em

RECEIVED
AUG 13 1957
FOR FILING

4792

August 12, 1957

CERTIFIED MAIL

Continental Casualty Co.
310 S. Michigan Ave.
Chicago 4, Ill.

Gentlemen:

State Highway Contract No. 4792 for work performed on the China Gulch-Copper Road Section of the Medford-Provolt Highway in Jackson County was completed by the contractor, F. L. Somers, on July 10, 1957 and was formally accepted by the Commission on Aug. 8, 1957.

Final payment in the amount of $2,513.73 will be released to the contractor on or after August 22, 1957. The total contract amount is $80,764.46, of which amount $2,957.72 represents force account items.

The State is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the State assumes no responsibility for such claims should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

cc: Victor S. Risley Co.
808 Board of Trade Bldg.
Portland, Oregon

NOTED ON CARD
em

RECEIVED
JUL 30 1957
FOR FILING

[illegible]

4792

July 29, 1957

CERTIFIED MAIL

Continental Casualty Co.
310 S. Michigan Ave.
Chicago 4, Ill.

Gentlemen:

The State Highway Commission is prepared to release semi-final payment to F. L. Somers in connection with Contract No. 4792, for grading and oiling on the China Gulch-Copper Road Section of the Medford-Provolt Highway in Jackson County. This payment, in the amount of $3,912.00, will be released to the contractor on or after August 8, 1957. The retained percentage is $2,420.13.

The State is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the State assumes no responsibility for such claims should there be any.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

em

cc: Victor S. Risley Co.
808 Board of Trade Bldg.
Portland, Oregon

NOTED ON CARD

Form E-1—10M—6-56

OREGON STATE HIGHWAY DEPARTMENT

# Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending 12 July 57, 19

| | | | |
|---|---|---|---|
| Section | China Gulch - Copper Road | Kind of work | grading, oiling |
| Highway | Medford - Provolt | Section prefix | 115-1142 |
| Contractor | F L Somers | Contract number | 4792 |
| Date of contract | 17 Aug 56, 19 | Date of completion | 130 workdays from 1 Sept 56, 19 |
| Date work started | 4 Sept 56, 19 | Estimated date of completion | , 19 |
| Project authorization | $ 95,022.13 | Per cent of time elapsed | 88.4 % |
| Exclusive of Engineering | $ 89,153.89 | | |

Estimated cost of completed project, exclusive of engineering $ 82,212.64

Estimated per cent overrun or underrun 0 %

Per cent of contract completed, based on total contract price 100 %

Engineering authorization $ 5868.24

Engineering cost to date $ 10283.39, 175.2 %

Date project was completed 10 July 57, 19

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Final clean-up was completed Wednesday am.

THIS IS A FINAL REPORT.

CONSTRUCTION DIVISION
RECEIVED
JUL 1[illegible] 1957
NOTED-- ACE COE

Noted
M. N. Juve

Signed Walter D Hicks Res Engr

Address Medford

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

State Printing 96633

|  | GRADING | SURFACING | MAINTENANCE MATERIALS | OIL AND BITUMINOUS MACADAM | PAVING |
|---|---|---|---|---|---|
| Miles in project | 0.89 | 0.89 |  | 0.89 |  |
| Miles partially completed | 0.89 | 0.89 |  | 0.89 |  |
| Miles completed | 0.89 | 0.89 |  | 0.89 |  |
| Total estimated quantities (contract) | 46,200 | 7,440 |  | 60 |  |
| Total quantities corrected to date | 45,530 | 6,857 |  | 56 |  |
| Estimated quantities moved or placed to date | 45,530 | 6,857 |  | 56 |  |
| Average daily quantities | 0 | 0 |  | 0 |  |
| Average daily quantities necessary to complete project on time | 0 | 0 |  | 0 |  |
| Number shifts per day | 1 |  |  |  |  |
| Hours per shift | 8 |  |  |  |  |
| Average force on project for week | 2 |  |  |  |  |

Men

Supervision

Men and trucks under 3 tons

Men and trucks over 3 tons

Men and tractors

Equipment used during week: Shovels ........, Power graders ........, Rollers ........, Mixers ........, Crushing or screening plants ........

Compressors ........, Bulldozers ........, Compaction rollers ........, . . . . . ........, . . . . . ........, . . . . . ........

|  | WEATHER | HRS. DELAY | CAUSE OF DELAY |
|---|---|---|---|
| Sunday |  |  |  |
| Monday | fair |  |  |
| Tuesday | fair |  |  |
| Wednesday | fair |  |  |
| Thursday |  |  |  |
| Friday |  |  |  |
| Saturday |  |  |  |

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FOR FILING

ER-9 (1)

4792

July 11, 1957

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

This is to advise you that work was completed on July 10, 1957, on Contract No. 4792, China Gulch-Copper Road Section, in Jackson County, in connection with Federal Aid Project No. ER-9(1).

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

cc: Clarence O. Swenson

DBP:ia

RECEIVED
JUN 3 1957
FOR FILING
ER 7(1)

4792

Salem, Oregon
May 26, 1957

Offenbacher-O'Brien Ditch
China Gulch-Copper Road Section
Medford-Provolt Highway

Mr. Frank Morgan
Division Engineer
Roseburg

Reference is made to Mr. Klaboe's letter of May 24 concerning the ditch on the Medford-Provolt Highway.

In order to draw up this agreement, we will need the names of the property owners or others who have an interest in the ditch together with a description of the property which is served by the ditch. I think this property description can best be done by the preparation of a map showing the area served by the ditch and the property lines of the various ownerships together with a description of these properties so that we can check as to complete coverage by the ditch.

It would be appreciated if you would supply the necessary information.

G. S. Paxson
Assistant State Highway Engineer

GSP:fn

cc Mr. W. C. Williams
Mr. Tom Edwards
Mr. Leonard I. Lindas

FORM E30—50M—2-57—1476

**OREGON STATE HIGHWAY DEPARTMENT**

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
May 27, 1957

**SUBJECT:** Offenbacher-O'Brien ditch
China Gulch-Copper Road Section
Medford-Provolt Highway

To: Mr. G. S. Paxson
Ass't State Highway Engineer
Office

A letter was received from Mr. Kellington of the law firm of Roberts, Kellington and Branchfield, of Medford, that he would like for our Legal Division to prepare an agreement for the maintenance of a portion of the irrigation ditch on the above named section. The principal items to be included in the agreement are as follows:

1. That the facility as constructed by the Highway Department is satisfactory to the users of the ditch in all respects.

2. That the State will maintain that portion of the facility from the inlet of the box culvert near Station 92+50 to the outlet of the triple pipe arch culvert near Station 100, including both road crossings and that portion of the open ditch that lies on the northerly side of the highway, for so long as the ditch is used.

Space should be left at the bottom of the agreement for at least eight (8) signatories, so that all persons interested in the ditch may be included in the agreement. The prepared agreement should be sent to the Division III office in Roseburg for further handling.

Tom Edwards
Construction Engineer

By L. H. Young
L. H. Young
Ass't Construction Engineer

RECEIVED
MAY 28 1957
OFFICE OF
STATE HIGHWAY ENGINEER

LHY:jc

cc Forrest Cooper

FORM 530—40M—8-50—96654

## OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Roseburg, Oregon
May 24, 1957

SUBJECT: Offerbacker-O'Brien Ditch
China Gulch-Copper Road
Section Medford-Provolt Hwy.

To: Tom Edwards
Construction Engineer

On November 20, 1956, Mr. Williams wrote Mr. Kellington, Attorney at Law for subject people, to the effect that we were willing to accept maintenance of said ditch from the intake of 10' x 6' box to the outlet of the triple 25" x 16" corrugated metal pipe arches. We would draw up a written agreement to be signed by all parties.

On December 19, 1956 Mr. Kellington answered Mr. Williams stating that his clients wished to wait until after the winter season before signing any agreement.

You wrote on May 17, asking for a report. I therefore again contacted Mr. Kellington. He apparently contacted his clients and they are willing to go ahead with an agreement as suggested by Mr. Williams. Enclosed find verifax of Mr. Kellington's letter wherein he requests place for at least 8 signatures in said agreement.

I also made an inspection of said ditch and conduits. They are all operating very satisfactorily and, in my opinion, delivering as much water as the users ever received. The water surface was within 5" of the top of a concrete flume and fish screen installation immediately downstream from our triple 25" x 16" culvert. By repair of their deversion dam upstream of the 10' x 6' intake box, the users could fill the flume to overflowing.

Please have said agreement drawn up and forward to this office for further handling.

Klaboe

F. [illegible] Klaboe
Ass't Division Engineer

sc
Enc.

LAW OFFICES OF
ROBERTS, KELLINGTON & BRANCHFIELD
[illegible]

[illegible]
[illegible]
[illegible]
JAS. A. [illegible], JR.

Re. Offenbacher-O'Brien Ditch

Mr. Frank Morgan
Division Engineer
State Highway Department
Roseburg, Oregon

Dear Sir:

Please be advised that we have had some discussion over the Offenbacher-O'Brien ditch, particularly from the point of diversion of the ditch downstream under the highway for a short distance along the highway and then again under the highway and it is our recollection that the State would be willing to enter into an easement for perpetual maintenance of that portion of the ditch lying under the highway and across the highway from the Applegate River. Will you kindly have your legal department draw such an agreement?

Please leave space for eight or more signatories so that we may be sure to include all the people interested in the ditch in the agreement.

Yours very truly,

ROBERTS, KELLINGTON & BRANCHFIELD

By [illegible]

GWK:jlc

Roseburg Division
Received
MAY 23 [illegible]
Noted | | | |
Assign For
Reply

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FOR FILING

FORM E-30X—37,500—2-57—1477

[illegible]

4792

# OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
May 17th, 1957

SUBJECT:

To: Mr. F. D. Morgan
Division Engineer
State Highway Department
Roseburg, Oregon

We are holding Assignment #199 from Forrest Cooper having to do with the controversy of installation of a revised inlet to the O'Brien-Offenbacher ditch on the China Camp-Copper Road Section.

Will you please review your file and report on this matter.

Tom Edwards
Construction Engineer

TE:AR

cc to: Forrest Cooper

RECEIVED
MAY 20 1957
OFFICE OF
STATE HIGHWAY ENGINEER

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FOR FILING
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4792

April 11, 1957

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for Extra Work No. 5 covering repair of irrigation canal bank on the China Gulch-Copper Road Section of the Medford-Provolt Highway in Jackson County, Contract No. 4792, in connection with Federal Aid Project No. ER-9(1).

This work is necessary torepair a break at the intake of a box culvert, and sloughing banks which are endangering an access road.

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

[illegible]
Encl.

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FOR FILING

FORM E-30X—90M—11-55—90226

ER 3(7)

4792

# OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
February 7, 1957

SUBJECT: China Gulch-Copper Road
Medford-Provolt Highway
Contract No. 4792

To:

Mr. Frank Morgan
Division Engineer
State Highway Department
Roseburg, Oregon

Reference is made to Laboratory Reports No. 412098 and 412099, dated February 5, 1957 showing that the oil aggregate produced by F. S. Somers is unsuitable for the use intended because:

(1) The 3/4"-1/2" crushed gravel has 19.7 percent excess passing the 1/2" screen.

(2) The 1 1/4"-3/4" crushed gravel has 55.5 percent excess passing the 3/4" screen.

The quantity aggregate represented by these laboratory reports is more than that required for this contract. Please instruct the resident engineer that the material sampled must not be used if the reports are representative of the material produced.

It is suggested that plant screening of the aggregate be carried out during production by the resident engineer, and that only aggregate meeting the specified gradation be sent to the central laboratory for official tests.

Please have the resident engineer mark the samples of improved aggregates you have instructed him to forward to the laboratory so that it is clear they represent corrected material.

Tom Edwards
Construction Engineer

By L. H. Young
L. H. Young
Ass't. Construction Engineer

LHY-WCH:ob

cc to: Forrest Cooper ✓
Ray Webber

NOTED
FORREST COOPER

RECEIVED
FEB 7 1957
OFFICE OF
STATE HIGHWAY ENGINEER

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4792

December 27, 1956

Assign No. 199

199 ref

Roberts, Kellington & Branchfield
Attorneys at Law
201-205 U. S. National Bank Building
Medford, Oregon

Attention: Mr. G. W. Kellington

Gentlemen:

Reply is made to your letter of December 19 regarding the solution to the irrigation water problem on the O'Brien-Offenbacher ditch near its intake from the Applegate River.

We will be glad to delay this agreement until such time as is satisfactory to you. In the meantime, we will issue instructions to the field to keep in touch with you on this matter.

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

cc Mr. W. C. Williams
Mr. Tom Edwards
Mr. F. D. Morgan

TE:ar fn

LAW OFFICES OF
**ROBERTS, KELLINGTON & BRANCHFIELD**
301-305 U. S. NATIONAL BANK BLDG.
MEDFORD, OREGON

GEORGE M. ROBERTS
G. W. KELLINGTON
EDW. BRANCHFIELD

December 19, 1956

Cooper

Re: O'Brien - Offenbacher ditch

PLEASE RETURN TO
FORREST COOPER

State of Oregon
State Highway Department
Salem, Oregon

Attention: Mr. W. C. Williams
State Highway Engineer

Gentlemen:

We have your letter of November 20, 1956 in connection with the above matter.

It has taken us a little time to contact the parties involved in the O'Brien- Offenbacher ditch. It is their opinion that the letter offers a complete solution to the problem at hand. However, they are not engineers and neither are we and they do not know exactly what the volumes of water expressed in your letter mean.

Immediately down stream from the outlet of the triple 25" x 16" corrugated metal pipe arches there is a fishing screen. It is installed on a concrete flume. It is my recollection that when the ditch is being used and the water called for in the water rights of the parties involved are being satisfied that the water line is 5" to 7" below the top of the concrete flume. If such is the case 14 c.f.s. will certainly be ample because water would then run into the river at or near the fish stream.

Could we not let this matter pend until the flood waters are in the ditch to see whether or not the concrete flume at the fish screen would run brim full during the high water season. If we can I am sure that our principals will be much better pleased with the arrangements that we have made.

Thanking you for the courtesy which you have extended us in this matter, and for your cooperation in resolving this problem, we are

Very truly yours,

ROBERTS, KELLINGTON & BRANCHFIELD

By

GWK:ad

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DEC 21 1956
OREGON
STATE HIGHWAY COMMISSION

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FOR FILING

ER-9(1)

4792

Salem, Oregon
December 27, 1956

Increase in Project Authorization

Walter D. Hicks
Resident Hwy. Engineer
Box 1122
Medford, Oregon

This is to advise you that at its meeting held on December 17, 1956, the Highway Commission approved an increase of $12,500.00 in Project Authorization on Contract No. 4792, China Gulch-Copper Road Section in Jackson County.

The new project authorization is $95,022.13. This amount should be used in all future reports.

S. H. Probert
Office Engineer

SHP:or
cc: F. D. Morgan

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DEC 5 1956
FOR FILING

ER-9(1)

4792

December 5, 1956

Oregon State Highway Commission

Gentlemen:

Contract No. 4792 is for emergency relief work on the China Gulch-Copper Road Section of the Medford-Provolt Highway in Jackson County. Conditions which have come to light subsequent to award of the contract indicate that there will be an overrun of approximately 15 per cent, or $12,500. This overrun is occasioned by the fact that a more adequate drainage structure will be needed than the one originally contemplated.

These jobs were worked up somewhat hurriedly in order to get them under contract. In this particular case there was insufficient data at hand to indicate that such an elaborate drainage structure would be necessary. It has been necessary to construct a 10x6 box culvert in lieu of corrugated metal culverts as originally planned.

In view of the above, it is respectfully requested that you increase the project authorization in the amount of $12,500.

Very truly yours,

W. C. Williams
State Highway Engineer

cc Mr. Tom Edwards
Mr. B. H. Probert
Mr. C. M. Maison

FC:me fn

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FORM E-30X—[illegible]

ER 9 (1)

4792

# OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
November 23, 1956

SUBJECT:

To:

Mr. Frank Morgan
Division Engineer
State Highway Department
Roseburg, Oregon

The subcontract between F. L. Somers and the Ausland Construction Company, covering Items 4 and 5, on the Price Agreement No. 1 on the China Gulch-Copper Road Contract No. 4792, Oregon ER-9 (1) is approved, and you may so inform the interested parties.

Four copies of the subcontract are returned herewith for distribution.

Tom Edwards
Construction Engineer

By

Edwin A. Pease
Construction Office Engineer

EAP:of

Encls.

cc to: Forrest Cooper
C. G. Polk (2)

NOTED
FORREST COOPER

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OFFICE OF
STATE HIGHWAY ENGINEER

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ER-7 (1)
477..

Form No. E-372—10M—7-55

OREGON STATE HIGHWAY DEPARTMENT

# Report on Expected Over-run of Project Authorization

Project Name China Gulch-Copper Road    Date Nov. 20, 1956
Highway Medford-Provolt    Contract No. 4792
County Jackson    Kind of Work Grading    Contractor Somers

| | Quantity | Unit Price | Amount | |
|---|---|---|---|---|
| Contract Amount | | | | $ 69,553.00 |
| Expected over-runs and under-runs in contract items: | | | | |
| Major items, itemized: | | | | |
| General Exc., Uncl. | | | +2,141.64 | |
| 36 inch concrete pipe | | | +3,500.00 | |
| Minor items, unitemized algebraic total | | | - | - 1,358.36 |
| Subtotal | | | | $ |
| Approved work orders (Price, extra work and state force orders) | | | | $ 18,203.20 |

| | Amount | |
|---|---|---|
| Expected over-runs and under-runs in work orders: | | |
| Major items, itemized: | | |
| Minor items, unitemized algebraic total | +584.05 | |
| Subtotal | | $ + 584.05 |
| Authorization for engineering | | $ 5,868.24 |
| Expected over-run or under-run of engineering authorization | | $ |
| Costs not included above (explain) | | $ |
| Allowance for future contingencies (——% of work remaining) | | $ 1,000.00 |
| Credits to come from transfers and deductions | | $ |
| Present estimate of project cost | | $ 94,850.13 |

Brief Statement of principal causes of over-run:

**INSTRUCTIONS**

A report on this form is to be submitted if and when it becomes evident that the project cost will exceed the original project authorization by more than five per cent and again if and when it becomes evident that the project cost will exceed by more than five per cent a subsequently approved increased project authorization. Submit five copies to Salem. After having been noted by the Deputy or Assistant State Highway Engineer, one copy will be sent to the Division Engineer and one copy to the Resident Engineer.

| | |
|---|---|
| Project authorization | $ 82,522.13 |
| Present estimate of project cost | $ 94,850.13 |
| Expected over-run (Amount) | $ 12,328.00 |
| Expected over-run (per cent) | 14.93 |

Space to right of this line is for use of Salem office.

Submitted by: Walter Hicks, Resident Engineer

Confirmed by: L R Chandler, Division Engineer

Noted by: L. H. Y, Construction or Bridge Engineer

Noted by: Deputy or Assistant State Highway Engineer

State Printing 86719

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November 20, 1956

Mr. G. W. Kellington
Attorney at Law
U. S. National Bank Building
Medford, Oregon

Dear Sir:

I have been advised by our Roseburg Division Office that there has been some controversy over the installation of the irrigation system on the China Gulch-Copper Road Section of the Medford-Provolt Highway, between Stations 93 and 100. The main controversy seems to have arisen from the fact that it was necessary for us to place the irrigation ditch through this section on the northerly side of the road, or away from the river. I am advised that you represent several land owners on the above-titled section.

The objections to this installation seem to be two in number:

(1) That maintenance of the new ditch on the northerly side of the fill will be extremely difficult and costly, and the owners do not feel that maintenance of this ditch should be their obligation.

(2) The quantity of water delivered through the new system will not be as much as they are accustomed to having in the past.

Objection No. 1 can easily be overcome by the State's accepting the maintenance of this ditch from the intake of the 10' x 6' box culvert to the outlet of the triple 25' x 16' corrugated metal pipe arches. It is thought that the chief maintenance on this would involve a good cleaning of the ditch in the spring after the seasonal high water has subsided. Metering of the water by installation of baffle boards in any diversion structure would, of course, remain with the irrigation ditch owners. The State will accept the maintenance of the ditch on the above-stated basis, if this will settle the controversy.

Objection No. 2 - we have had a check made of the quantity of water that this system can be expected to deliver, and we find it to be 14 c.f.s. When we originally installed this system, the owners advised that they had an allowance of 6.97 c.f.s. but were allowed to double up and use as much as 14 c.f.s. We have designed on this basis and feel that the installation will be quite adequate. I understand that the owners are apprehensive regarding seepage down into the soil with a loss of flow. This is, of course, a common occurrence with any new ditch; however, it is believed that it will silt itself up during the coming winter as they do in all cases.

I believe this solution should be satisfactory to all concerned and if you are agreeable to it, I will have an agreement drawn up covering the maintenance provision for the ditch.

Very truly yours,

W. C. Williams
State Highway Engineer

cc Mr. Forrest Cooper
Mr. Tom Edwards
Mr. E. A. Collier
Mr. F. D. Morgan

LHY:jc fn

FORM 230—50M—6-56—96684

**OREGON STATE HIGHWAY DEPARTMENT**

**INTER-DEPARTMENT CORRESPONDENCE**

Salem, Oregon
November 2, 1956

**SUBJECT:** Irrigation System
China Gulch-Copper Road Section
Medford-Provolt Highway
Contract No. 4792

To: Mr. Forrest Cooper
Deputy State Highway Engineer
Office

In the recent construction of the subject named section between Stations 93 and 100, it became necessary to move the irrigation ditch from the river side of the highway to the opposite, or northerly, side. This was because it was felt that the ditch could not be held in the bend of the river in high water periods. You will perhaps recall that we have had to revise the system, from that originally contemplated, to adequately care for the storm water coming down China Gulch Creek. The owners of this irrigation ditch have become apprehensive about the maintenance of this ditch, claiming that it will be considerably more costly to maintain than the original installation was. They have retained to represent them Mr. G. S. Kellington, Attorney at Law, of Medford.

There are two points in question: (1) maintenance of the new ditch on the owner's side of the fill will be extremely difficult and costly, and they do not feel that this should be their obligation; (2) the quantity of water delivered through the new system will not be as much as they are accustomed to having in the past.

Objection No. 1 can be solved by the State accepting the maintenance obligation for this short section of the ditch and I recommend that the same be done.

Objection No. 2 - The quantity of water delivered through our new system will be 14 cubic feet per second. These owners advised that they had an allowance of 6.97 cubic feet per second, but were allowed to double up and use as much as 14 cubic feet per second. It would appear that our installation is quite adequate to meet their needs.

I am attaching hereto a copy of a letter from Division Engineer Morgan concerning this matter, also a letter from Ass't Division Engineer Klaboe, who met with the property owners on the ground and has discussed this matter with Attorney Kellington. I am also attaching Sheet 3 of the Federal Aid Plans, on which I have indicated in red the approximate construction of the facility. I am attaching hereto a rough draft of a letter to Attorney Kellington for your consideration.

Tom Edwards
Construction Engineer

By L. H. Young
I. H. Young
Ass't Construction Engineer

IHY:jc

Encl.

FORM E-90X—80M—11-55—90225

# OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Roseburg, Oregon
Oct. 31, 1956

SUBJECT: Irrigation System
China Gulch-Copper Road Sec.
Medford-Provolt Highway

To: L. H. Young
Ass't. Construction Engineer
Salem, Oregon

Your attention is called to the drainage situation on the China Gulch-Copper Road Section of the Medford-Provolt Highway where the State Highway Department has installed a box culvert and three (3) 25" x 16" arch type corrugated culverts for the purpose of handling irrigation water through the relocated highway at this point.

The owners of the irrigation ditch have turned their complaints over to a Mr. G. W. Kellington, Attorney at Law, Medford, Oregon, for handling.

I attach hereto a copy of a report submitted by Mr. Fred Klaboe, Assistant Division Engineer, setting forth the facts regarding the complaints of several land owners. Mr. Kellington was contacted by Mr. Klaboe and the report submitted hereto indicates that we have complied with all Mr. Kellington's requests except for the maintenance of the irrigation ditch which lies on the easterly side of the relocated highway.

It is my feeling that the State Highway Department will, of necessity, be forced to clean out the bed of this irrigation ditch at least once or twice each season due to the fact that China Gulch Creek will most certainly deposit considerable dirt and debris in the bottom of said ditch during seasonal storms. I also feel that the owners of this ditch should not be held accountable for the maintenance of the three (3) arch type culverts which we have installed.

I recommend, therefor, that we be authorized to advise Mr. Kallington that the State will assume maintenance on that portion of the irrigation ditch from the time it enters the 6 x 10 box culvert at about Station 92+50 until it leaves the outlet end of the three (3) 25" x 16" arch type corrugated culverts.

F. D. Morgan
Division Engineer

dls
encl.

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# OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENTAL CORRESPONDENCE

Roseburg, Oregon
October 26, 1956

SUBJECT Irrigation System
China Gulch-Copper Road Section
Medford-Provolt Highway

To: Mr. Frank Morgan
Division Engineer

Acting upon your request, I met with G. W. Kellington, Attorney at Law, Medford who represents several land owners on the above entitled section. These land owners, located Westerly of Station 100, have placed their case in the hands of Mr. Kellington for negotiation.

Chronological steps leading to this situation are as follows: It was decided on the location that it would be impractical to construct the ditch along the southerly side of the fill due to possible damage to the ditch through high water action. The alternate solution arrived at was to construct a dual purpose 6' X 10' box culvert at about station 92+50 which would carry both irrigation water and runoff from Copper Gulch, approximately 300 feet of new irrigation ditch on the northerly side of the road, and 3-25" X 16" arch type corrugated culverts back under our fill to connect with the existing ditch.

Mr. Kellington now presents complaints from his clients that (1) maintenance of the new ditch on the northerly side of fill will be extremely difficult and costly and which they do not feel should be their obligation; (2) the quantity of water delivered through our new system will not be as much as they were accustomed to having in the past.

I have made a personal investigation of the situation. The contention that the ditch will be difficult for them to maintain has some merit. It will be difficult to get any type of equipment, such as a cat down into it, and the refuse from the cleaning would have to be disposed of by hauling away. Undoubtedly maintaining and cleaning the ditch will be more difficult now than it was before we changed it around. Another matter to consider in this correction is that all of the ditch will be used to handle flood water and normal runoff from Copper Gulch and land lying north of the highway in the area because the culvert, ditch and pipes have grades which allow irrigation water to flow normally. In other words all runoff will tend to go through the irrigation system before it flows through the box culvert and out into the Applegate River. I doubt, though, that this runoff will contribute any great amount of debris. One further point in connection with this problem is that the water users feel the three arch pipes will be impossible to keep clean without some sort of specialized tool or equipment. They contend that they hereforto had an open ditch and that putting the water through a culvert is not satisfactory unless we guarantee to keep it clean.

The question of quantity of water does not appear to be a valid one. Mr. Wimer, the Resident Engineer, on Location contacted the owners of this ditch last August. These owners advised him that they had an allowance of 6.97 c.f.s. of water, but were also allowed to double up and use as much as 14 c.f.s. basis. This has been done. The three arch type pipes will handle approximately 14 c.f.s. when water is 18" deep in the ditch. For ideal conditions of submerged exit and one foot of head over the inlet end this quantity could be appreciably increased. These users futher contend that we have created a bad situation by reason of lengthening the irrigation system and not increasing the difference in elevation between inlet and where we rejoin the system. We have increased the length and consequently reduced the gradient, but the better hydraulic properties of the new ditch should offset any loss of velocity head attributable to decreased gradient.

The users argument that they will suffer a great deal of loss due to seepage down into the soil in the new ditch during times of minimum flow when they are only allowed to take 6.97 c.f.s. from the river possibly has some merit, but I don't believe that this situation will last very long.. Probably by the time next summer rolls around the ditch bottom will be sealed off with silty material.

I recommend that Mr. Kellington be advised that we feel we have fulfilled all our obligations with respect to quantity of water. If his clients persist in their arguments to the contrary, they should be asked to "wait and see" until our new system is completed. To date we have constructed most of the ditch and installed the 3 - arch pipes.

I further recommend that we assume the maintenance of this ditch from where it enters the 10' X 6' box culvert to where it leaves the 3 arch pipes with the provision that our maintenance consist of cleaning the system once a year. The cleaning period should be after winter storms are over. Other maintenance of the ditch should be the obligation of the water users.

I feet that Mr. Kellington should be presented with some proposition soon. The proposition that we accept no maintenance was presented to him in my meeting with him. This proposition was unacceptable.

F. B. Klaboe
Ass't Division Engineer

FBK/se

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|---|
| [illegible] |
| |
| 4792 |

October 2, 1956

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for Extra Work No. 1 covering State share of flagging cost on the China Gulch-Copper Road Section of the Medford-Provolt Highway in Jackson County, Contract No. 4792, in connection with Federal Aid Project No. ER-9(1).

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

[illegible]:ia

Encl.

Form No. E-379—10M—6-56

EGON STATE HIGHWAY DEPARTMENT

A

[illegible]
4792

# Report on Contractor's Protest of Workday Charges Made Against Time Limit of Contract

Section China Gulch - Copper Road
Contract No. 4792

Kind of Work grading, oiling
Date of Report 18 Sept 56

Highway Medford - Provolt
Contractor F L Somers

Date of protest 15 Sept 56

Date protest received:

At Salem Office

At Division Office

At Resident Office 17 Sept 56

Date of submission of protest (as indicated by date received): 17 Sept 56

Weekly periods occurred within 10 days prior to submission of protest:

3 Sept 56 to 8 Sept 56

and 10 Sept 56 to 15 Sept 56

## ACTIONS ON REDUCTIONS CLAIMED IN PROTEST

| Workday Reductions Claimed in Protest | | Claimed Reductions Ineligible for Consideration | | Claimed Reductions Eligible for Consideration (Days) | Reductions allowed by engineer. Will be credited in statement dated (Days) | Space below reserved for use of Salem Office |
|---|---|---|---|---|---|---|
| Period or Date | Reduction (Days) | Previously Allowed (Days) | 10-day Limit Exceeded (Days) | | | |
| 9/4 to 9/7 | 4 | - | - | 0 | 0 | |
| 9/10 to 9/11 | 2 | - | - | 0 | 0 | |

**Remarks:** (Use back of this form or additional sheet if more space is needed.)

Week ending 8 Sept (4 days) and the first two days of week ending 15 Sept. Contractor claims he was prevented from working on contract due to right of way question and by not having final plans on the box culverts.

(OVER)

Submitted by: Walter D Hicks
Resident Engineer

NOTED
TOM EDWARDS

Approved: L R Chandler
Division Engineer

Approved: L. H. Young
Construction Engineer—Bridge Engineer

**Instructions:** On receipt of contractor's protest, whether from the contractor, the Division Office or the Salem Office, the resident engineer shall prepare report in five copies, attaching the contractor's protest to the original copy. The original and three copies shall be sent to the division engineer, who, after indicating his approval, will forward the original and two copies to the construction engineer. The construction engineer, after indicating his approval, shall retain the original copy and shall forward the remaining copy to the contractor.

F. L. SOMERS
GENERAL CONTRACTOR
P. O. Box 668 • Telephone 3-1053
MEDFORD, OREGON

September 15, 1956

Mr. Walter D. Hicks,
Resident Engineer
Oregon State Highway Department
P. O. Box 1122
Medford, Oregon

Dear Sir:

This will acknowledge receipt of your weekly statements of time used on Contract 4792, for the weeks ending September 8 and September 15, 1956.

As per Article I.8.6. of the Standard Specifications, as amended by the special provisions for this contract, I wish to protest this time charge for the following reasons:

1. During the week ending September 8, and for the first two days of the week ending September 15, we were prevented from prosecuting the work on this project due to failure to procure right of way.

2. To date we have never been supplied with final plans for installation of culverts for the irrigation ditch at Stations 92+50 and 99+0.

Until such time as we are able to proceed with installation of these culverts our progress will be seriously impaired, if not completely halted.

In view of these facts it is my opinion that ho time should be charged on this project until such time as we can proceed with all phases of the work.

Very truly yours,

F. L. SOMERS

F. L. Somers
F. L. Somers

FLS:MN
cc: Mr. Morgan, Div. Eng.
Oregon State Highway Dept.
Roseburg, Oregon

C

RECEIVED
SEP 12 1956
FOR FILING

ER-9 (1)

4792

September 11, 1956

Mr. F. L. Somers
Box 668
Medford, Oregon

Dear Sir:

We enclose herewith for your files a fully executed copy of contract No. 4792, covering the China Gulch-Copper Road Section of the Medford-Provolt Highway in Jackson County.

We are also sending a copy of this contract to the surety on your performance bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encl.

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4792

September 5, 1956

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

This is to advise you that work was started on September 4, 1956, on Contract No. 4792, China Gulch-Copper Road Section, in Jackson County, in connection wtih Federal Aid Project No. ER-9(1).

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

DCP:ch

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SEP 5 1956
FOR FILING
ER-9 (1)
4792

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SEP 4 1956
OFFICE OF
STATE HIGHWAY ENGINEER

**OREGON STATE HIGHWAY DEPARTMENT**
INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
September 4, 1956

SUBJECT: China Gulch-Copper Road Section
Medford-Provolt Highway
Contract No. 4792

To:

Mr. P. M. Stephenson
Bridge Engineer
Office

Attention Mr. Ivan Merchant

I hand you herewith a vicinity map of the subject named job, covering a proposed 10 x 6 concrete box culvert at approximately Station 92+50. Drainage of the magnitude that is presently indicated at this location was not contemplated when the job was originally planned.

Also attached is a copy of a sketch map showing the overall plan at this location. This box will be used in irrigation season to bring water from the river to the northerly side of the road and in the winter to carry storm water from the northerly side of the road to the river.

The size of the box was determined by the volume of storm water that has to be carried. At the river end of this box culvert, it will be necessary to design a diversion box for the purpose of steering the irrigation water through the culvert in the irrigation season and of permitting the free flow of storm water during the winter.

Construction of this facility will have to be covered by a prise aggreement with the contract owner.

Tom Edwards
Construction Engineer

By L. H. Young
L. H. Young
Ass't Construction Engineer

TE:LHY:jc

NOTED
FORREST COOPER

Attach.

cc Frank Morgan
Forrest Cooper ✓
S. H. Probert

A

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FOR FILING

[illegible]

4792

August 20, 1956

Mr. F. L. Somers
P. O. Box 668
Medford, Oregon

Dear Mr. Somers:

The State Highway Commission on August 17, 1956 awarded to you State Highway Contract No. 4792 for grading and oiling on the China Gulch-Copper Road Section of the Medford-Provolt Highway in Jackson County.

This award was based on your bid of $69,553.00, which was the low bid submitted to the Commission on that day for this project. Contract forms will be sent to you for execution within the next few days.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

blm

cc: Tom Edwards
S. H. Roberts
R. G. Savage, SIAC

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AUG 23 1956
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| | |
|---|---|
| OREGON DISTRICT | ER-9 (1) |
| | |
| | 4792 |

DEPARTMENT OF COMMERCE
**BUREAU OF PUBLIC ROADS**
DIVISION EIGHT

408 STATE HIGHWAY BLDG.
SALEM, OREGON

REFERRED TO
Cooper
By State Highway Engineer

08-35

August 17, 1956

Mr. W. C. Williams
State Highway Engineer
Salem, Oregon

Dear Sir:

This is to advise of our prior verbal concurrence as of this date in award of contract No. 4792 for Oregon Project ER-9(1), China Gulch-Copper Road Section of the Medford-Provolt Highway, to F. L. Somers of Medford, Oregon, low bidder in the amount of $69,553.00 at the August 17, 1956 bid opening.

Very truly yours,

C G Polk
C. G. POLK
District Engineer

(copy to Mr. Probert)

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FOR FILING

OREGON DISTRICT ER-9 (1)

479a

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

408 STATE HIGHWAY BLDG.
SALEM, OREGON

08-35

August 1, 1956

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

We have today approved the P. S. and E. documents for Oregon Project ER-9(1), China Gulch-Copper Road Section of the Medford-Provolt Highway in Jackson County. This is to authorize your advertising for bids.

Concurrence in award of contract will be withheld pending notification that all rights-of-way or rights-of-entry have been acquired.

Very truly yours,

C G Polk
C. G. POLK
District Engineer

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AUG 14 1956
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
JUN 29 1956
FOR FILING

ER-4 (1)

4792

4-NT

June 28, 1956

Oregon State Highway Commission

Gentlemen:

I attach hereto a map of the relocation of the China Gulch-Copper Road Section of the Medford-Provolt Highway in Jackson County. This is an emergency relief fund project approved by the Bureau of Public Roads in the program amount of $76,000. We plan to call bids on this project in August.

This matter will be on the next agenda, and your approval of the survey is recommended.

Very truly yours,

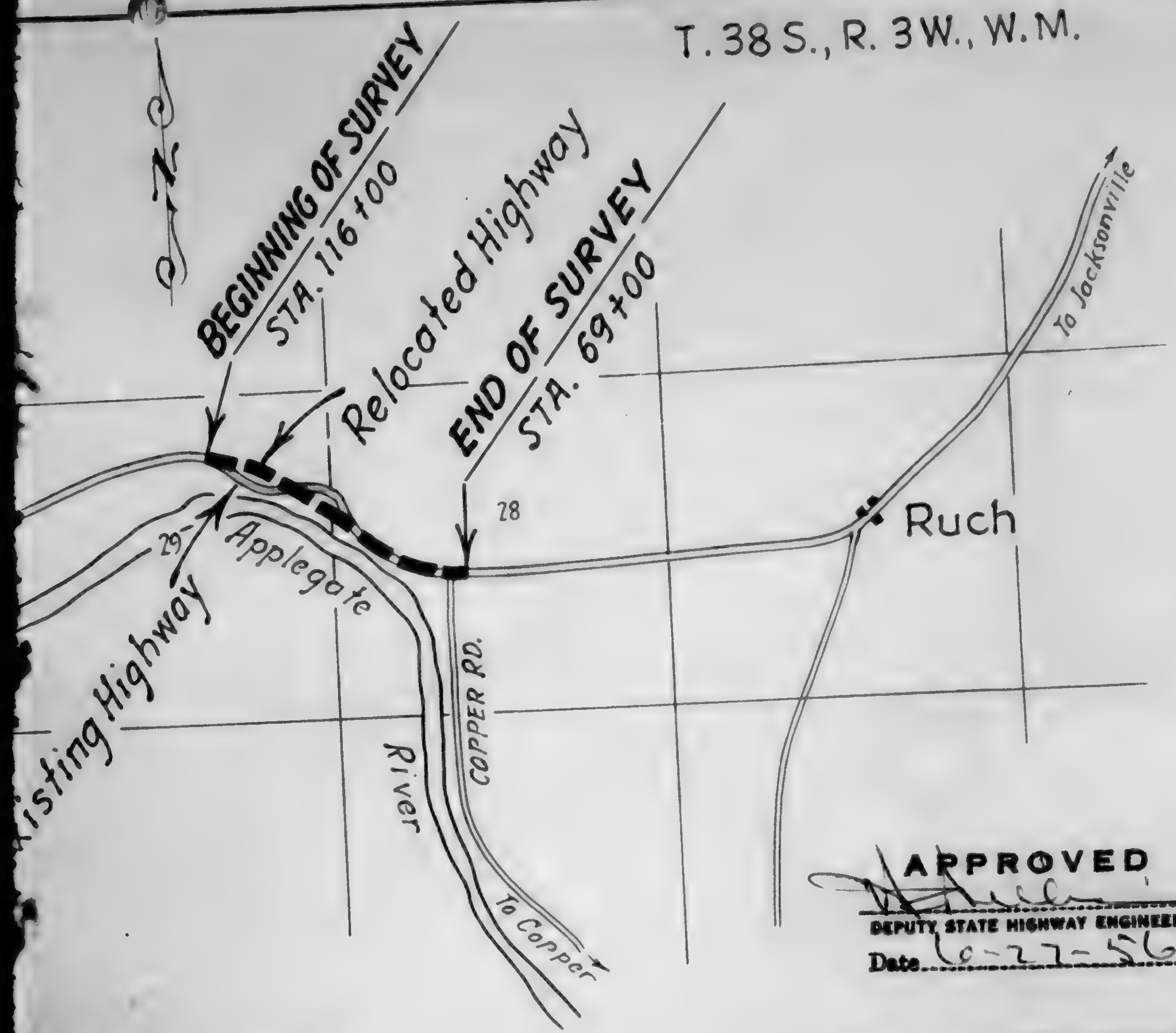
W. C. Williams
Deputy State Highway Engineer

[illegible]

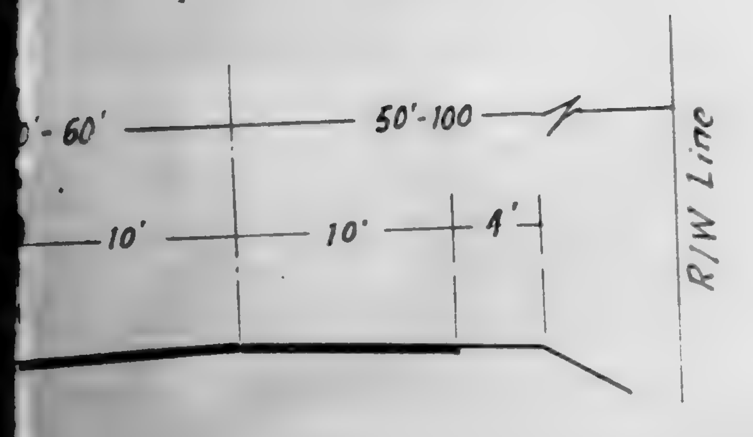
Enclosure

dc Mr. Forrest Cooper
Mr. R. L. Porter

1R-5-901



YPICAL SECTION



APPROVED

DEPUTY STATE HIGHWAY ENGINEER

Date 6-27-56

OREGON STATE HIGHWAY DEPARTMENT

Survey Approval Map

**CHINA GULCH-COPPER RD. SECTION**

MEDFORD-PROVOLT HIGHWAY

JACKSON COUNTY

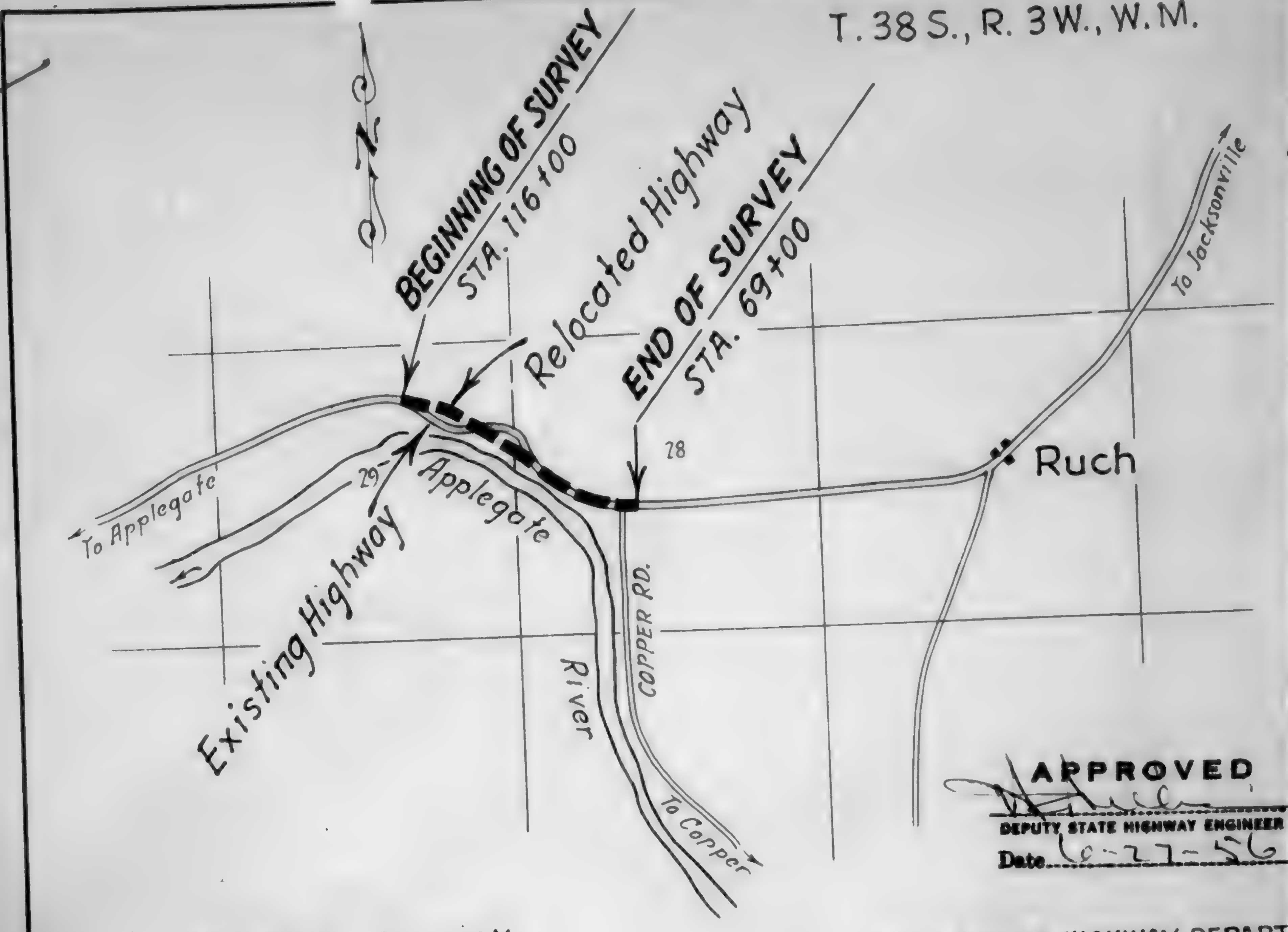
Scale: 2" = 1 Mi. July, 1956

DRG. NO. 1R-5-901

For details see Drg. No. 8B-2-20, June, 1956

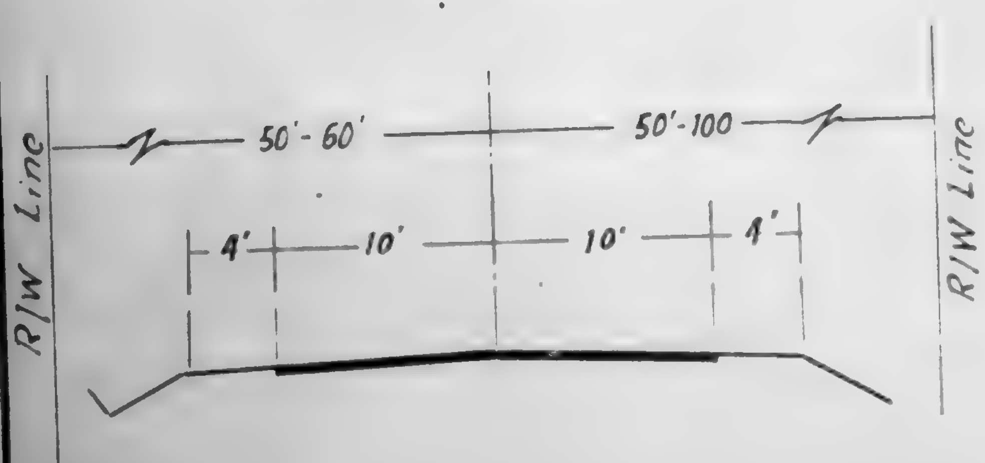
1R

T. 38 S., R. 3W., W.M.



**APPROVED**
DEPUTY STATE HIGHWAY ENGINEER
Date 6-27-56

TYPICAL SECTION



OREGON STATE HIGHWAY DEPART
Survey Approval Map
## CHINA GULCH-COPPER RD.
MEDFORD-PROVOLT HIGHW
JACKSON COUNTY
Scale: 2" = 1 Mi. July,
DRG. NO. 1R-5-901

For details see Drg. No. 8B-2-20, Ju

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OCT 18 1956
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FORM 530—50M—11-55—90224

ER-1 (1)

4772

**OREGON STATE HIGHWAY DEPARTMENT**

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
June 26, 1956

SUBJECT:

NOTED
W. C. WILLIAMS

To: Mr. W. C. Williams
Deputy State Highway Engineer
OFFICE

Herewith seven copies of a sketch map for use in securing survey approval of the China Gulch-Copper Road Section of the Medford-Provolt Highway.

This is a 1956 emergency relief fund project scheduled for the August letting.

Mr. Cooper has checked and approved these sketches.

Forrest Cooper
Construction Engineer

By Edwin A. Pease
Edwin A. Pease
Construction Office Engineer

EAP:of

Encls.

RECEIVED
APR 18 1956
FOR FILING

ER-9 (1)

4992

OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
April 17th, 1956

SUBJECT: China Gulch-Copper Road

To: Mr. Tom Edwards
Division Engineer
State Highway Department
Roseburg, Oregon

NOTED
W. C. WILLIAMS

I have given careful thought to your letter of April 12th, 1956 re pavement widths on the China Gulch-Copper Road Section of the Medford-Provolt Highway in Jackson County and while I am in accord with your thinking that wider pavements on all roads are desirable, I do not believe that an exception is particularly indicated in this case.

The reconstruction work will be along good alignment with a maximum 6-degree curve, which may possibly be reduced to a 4-degree during location. The A.D.T. at the present time is 600, with an estimated 1,200 in 1975. Under the standards which we have been using, and which are as high or higher than A.A.S.H.O. standards, 20 feet is the adopted width for roads of this character.

While it may be that a general revision upward of our standards with respect to paving widths should be looked into sometime in the future, there has been no thought given to making a change at this time. Therefore, I feel that we should follow the adopted rules.

Forrest Cooper
Construction Engineer

FC:AR

cc to: W. C. Williams ✓

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APR 17 1956
OFFICE OF
STATE HIGHWAY ENGINEER

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... - 1956
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E?-9(1)

4792

3-29-56

NOTED
W. C. WILLIAMS

LOCATION PROSPECTUS CHINA GULCH-COPPER ROAD SECTION,
MEDFORD-PROVOLT HIGHWAY, JACKSON COUNTY.

The following prospectus is submitted in regard to the China Gulch-Copper Road Section of the Medford-Provolt Highway in Jackson County. The southeasterly end of the survey is Station 71, Mile Point 10.50, said station being approximately 1.3 miles west of Ruch. The northwesterly end of the survey is existing Station 118, Mile Point 9.60. The stationing is to run opposite to convention to conform with previous surveys. The overall length of the project is 0.90 mile.

This is to be a corrective type of survey approximating the existing facility, but correcting both horizontal and vertical alignment to current standards. There are no towns involved in the survey.

Instructions to follow the existing alignment were given by F. D. Morgan. Walter Merrill made a survey including this section in 1952. No reconnaissance work has been done on this section, but some work of a reconnaissance nature will be included in this survey to determine the feasibility of a route location on higher ground. Routine soils investigation will be made. There are two drainage problems. The first is a portion of road in the vicinity of Mile Point 10.2 which was inundated by the January 1953 and December 1955 floods. The subgrade will be raised to one foot above known high water marks. The second is an irrigation ditch which is sandwiched between the highway and the river on the inside of a 24° curve which must be revised to conform with the standards for this class of highway.

The 1955 ADT is 600, the projected 1975 ADT is 1200. This is to be a Class "C"-60 highway with a maximum grade of 3% and maximum curvature of 6°. The typical roadbed section will have two 10-foot running lanes with 4-foot shoulders. The tentative base design by Ray Webber, March 27, 1956, is as follows:

| | |
|---|---|
| 18" Selected Subgrade Reinforcement | 9" effective |
| Bottom Course Base | 9" |
| Top Course Base | 1½" |
| 0-11 Oil Mat Wearing Surface | 1½" |
| Total | 21" |

The present rise and fall is 90 feet compared to approximately 54 feet on the new alignment. A reduction of total central angle from 148 to 88 degrees is anticipated.

Deviation from the standards set forth for this class of highway in Section 10 of the Oregon State Highway Department Technical Bulletin No. 19, Revised, is not anticipated.

This is to be an unrestricted access type of facility with all points of access "at grade". There are no railroad or stream crossings involved in this survey.

The material source is a State owned gravel bar in the Applegate River adjacent to and paralleling, within 500 feet, the centerline of the existing highway. Some work on the haul road will be required. Removing the material in such a manner as to affect a channel change and channel improvement will greatly reduce the flood threat. The deposit is more than sufficient to supply the estimated 30,000 cubic yards required for construction of this project.

No agreements will be necessary unless an alternate route on higher ground is adopted.

There are no state parks in the immediate vicinity of this project.

March 29, 1956

Attach.

cc - R. H. Baldock
W. C. Williams ✓
Forrest Cooper
Tom Edwards
Gerald Wimer
P. M. Stephenson
Ray Webber (2)
F. B. Crandall
J. W. Cattrall
C. H. Armstrong
R. L. Porter
Frank Hall
Roy Edgerton

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OFFICE OF
STATE HIGHWAY ENGINEER

20-1023 Lookout Point Lake Park 1956
Interchange.
#4793

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FOR FILING

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4793

OREGON STATE HIGHWAY DEPARTMENT
(date)
December 21, 1956

| | | | |
|---|---|---|---|
| (CONTRACT NO.) | (EST. NO.) | (CONTRACTOR) | |
| 4793 | 4-Final | Eugene Gardens | |
| (VOUCHER NO.) | (WARRANT NO.) | (AMOUNT) | (DATE) |
| 27334 | H-168488 | $ 500.00 | 12/19/56 |

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

Ruth Rawling
ACCOUNTING DIVISION

---

Specified completion Date: 38 Workdays from 9-1-56

Time Extensions: None

Completion Date: Oct. 17, 1956

Date Accepted: Nov. 8, 1956

Penalties: None of record

Claims: None of record

Remarks:

---

Date: 12-21-56

To the Accounting Division:

Release of the above warrant is hereby authorized

H B Glaisyer
H. B. Glaisyer
Secretary

Warrant Mailed: 12-21-56
Ruth Rawling

RECEIVED
DEC 6 1956
FOR FILING
[illegible]
[illegible]

December 6, 1956

CERTIFIED MAIL

Maryland Casualty Company
Baltimore 3,
Maryland

Gentlemen:

State Highway Contract No. 4793 for work performed on the Lookout Point Lake Park Interchange Section of the Willamette Highway in Lane County was completed by the contractor, Eugene Gardens, on October 17, 1956 and was formally accepted by the Highway Commission on November 8, 1956.

Final payment in the amount of $500.00 will be released to the contractor on or after December 17, 1956. The total contract amount is $15,716.84, of which amount $399.34 represents force account items.

The State is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the State assumes no responsibility for such claims should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractors.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

rn

cc - Maryland Casualty Company
Robert Cross, Insurance
111 East Broadway
Eugene, Oregon

NOTED ON CARD
12-6-56

RECEIVED
NOV 26 1956
FOR FILING

[illegible]

4793

November 23, 1956

Maryland Casualty Company
Baltimore 3,
Maryland

Gentlemen:

The State Highway Commission is prepared to release semi-final payment to Eugene Gardens in connection with contract No. 4793, covering grading, pavement widening and illumination on the Lookout Point Lake Park Interchange Section of the Willamette Highway in Lane County. This payment, in the amount of $3,539.38 will be released to the contractor on or after December 3, 1956. The retained percentage is $500.00.

The State is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the State assumes no responsibility for such claims should there be any.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

By____________________________
Floyd Query, Assistant Secretary

rn

cc - Maryland Casualty Company
Robert Cross, Insurance
111 East Broadway
Eugene, Oregon

NOTED ON CARD
11-23-56
rn

Form E-1-Rev 6-36—10M

GON STATE HIGHWAY DEPARTM 20-1023

# Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending Oct. 20, 1956

Section Lookout Point Lake Park Interchange

Kind of work Grading, Pav't Widening, &Illumination

Highway Willamette

Section prefix 20-1024

Contractor Eugene Gardens

Contract number 4793

Date of contract Aug. 17, 1956

Date of completion 38 workdays begin Sept. L, 1956

Date work started Aug. 27, 1956

Estimated date of completion Oct. 17, 1956

Project authorization . . . . . . . . . $18,701.30

Exclusive of Engineering . . . . . . . $16,623.38

Per cent of time elapsed 32/38 84.2%

Estimated cost of completed project, exclusive of engineering . . . . . . . . . . . . . . . . $16,623.38

Estimated per cent overrun or underrun . . . . . . . . . . . . . . . . . . . . underrun 4.2%

Per cent of contract completed, based on total contract price . . . . . . . . . . . . 95.8%

Engineering authorization . . . . . . . $1,329.87

Engineering cost to date $1,256., 94.4%

Date project was completed Oct. 17, 1956

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

The Electrical Contractor worked Mon. Tues. & Wed. completing illumination Wed. P.M.

The Lane County Co-op (R.E.A.) is making electrical hookup Friday Oct. 19, 1956.

This project is ready for final inspection.

This will be the last weekly report on this project if the work is accepted upon final inspection.

Noted
M. N. Juve

NOTED
C. E. PAULSEN

NOTED
D. J. BARBEE

NOTED
FORREST COOPER

NOTED
L. H. Young

RECEIVED
OCT 22 1956
OFFICE OF
CONST.

Signed H. E. Mayfield

NOTED
V. D. WOLFE

Address Rm 5 506½ Main St. Springfield, Oregon

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

State Printing

| | GRADING | SURFACING | MAINTENANCE MATERIALS | OIL AND BITUMINOUS MACADAM | PAVING |
|---|---|---|---|---|---|
| Miles in project | 0.21 | 0.21 | | | 0.21 |
| Miles partially completed | | | | | |
| Miles completed | 0.21 | 0.21 | | | 0.21 |
| Total estimated quantities (contract) | 860 C.Y. | 980 C.Y. | | | 360 Ton |
| Total quantities corrected to date | 692 C.Y. | 977 C.Y. | | | 349 Ton |
| Estimated quantities moved or placed to date | 692 C.Y. | 977 C.Y. | | | 349 Ton |
| Average daily quantities | 0 | 0 | | | 0 |
| Average daily quantities necessary to complete project on time | 0 | 0 | | | 0 |
| Number shifts per day | 1 | | | | |
| Hours per shift | 8 | | | | |

| | |
|---|---|
| Average force on project for week | 3 |
| Men | 2 |
| Supervision | 1 |
| Men and trucks under 3 tons | |
| Men and trucks over 3 tons | |
| Men and tractors | |

Equipment used during week: Shovels ........., Power graders ........., Rollers........., Mixers ........., Crushing or screening plants .........

Compressors ........., Bulldozers ........., Compaction rollers ........., Crane 1 ........., ........., .........

| | WEATHER | HRS. DELAY | CAUSE OF DELAY |
|---|---|---|---|
| Sunday | fair | | |
| Monday | cloudy | | |
| Tuesday | cloudy | | |
| Wednesday | rain | | |
| Thursday | rain | | |
| Friday | clearing | | |
| Saturday | | | |

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SEP 20 1956
FOR FILING

FORM 2-30X—50M—11-55—90228

**OREGON STATE HIGHWAY DEPARTMENT**
INTER-DEPARTMENT CORRESPONDENCE

20-1823

Salem, Oregon
September 18th, 1956

**SUBJECT:** Lookout Point Lake Park Interchange
Willamette Highway
Contract No. 4793

To: Mr. F. D. Morgan
Division Engineer
State Highway Department
Roseburg, Oregon

Reference is made to Laboratory Report No. 401432, dated September 13th, 1956, showing a 9.7 percent deficiency in material passing the ¼-inch screen for the 1½"-0 crushed gravel being produced by the Oakridge Sand & Gravel Company.

This material is marked as suitable, if corrected; however, a 9.7 percent discrepancy is too close to the acceptable limit to be ignored.

Will you please call this need for correction to the attention of the resident engineer and instruct him to have the contractor so alter his operations that material falling within the specification will be produced.

Also, please have the resident resubmit samples of improved material at the earliest possible time, so marked that it is clear they represent corrected aggregate.

Tom Edwards
Construction Engineer

By L. H. Young
L. H. Young
Ass't. Construction Engineer

LHY/WCH:AR

cc to: Forrest Cooper
Ray Webber

NOTED
FORREST COOPER

RECEIVED
SEP 19 1956
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
SEP 12 1956
FOR FILING

[illegible]

[illegible]

September 11, 1956

Eugene Gardens
1515 Sylvan St.
Eugene, Oregon

Dear Sir:

We enclose herewith for your files a fully executed copy of contract No. 4793, which was awarded to you by the State Highway Commission on September 1, covering the Lookout Point Lake Park Interchange Section of the Willamette Highway in Lane County.

We are also sending a copy of this contract to the surety on your performance bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encl.

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RECEIVED
AUG 21 1956
FOR FILING

| |
|---|
| [illegible] |
| |
| 4773 |

August 20, 1956

Eugene Gardens
1515 Sylvan
Eugene, Oregon

Gentlemen:

The State Highway Commission on August 17, 1956 awarded to you State Highway Contract No. 4773 for grading and pavement widening, also illumination, at the Lookout Point Lake Park Interchange on the Willamette Highway, in Lane County.

This award was based on your bid of $15,573.38, which was the low bid submitted to the Commission on that day for this project. Contract forms will be sent to you for execution within the next few days.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

bln

cc: Tom Edwards
S. H. Probert
R. G. Savage, SIAC
P. M. Stephenson

RECEIVED
1957

W.C. Williams

February 25, 1957

# FINAL COST ANALYSIS

Verde Drive-S.W. 11th Street, Ontario
Contract No. 4794

Grading and Paving
C. E. Leseberg, Contractor
Clair E. Hall, Resident Engineer

City Street
Prefix: 23-1072

4794

| Item | Quantity | Unit | Unit Bid | Unit Cost | Total Cost | Total Revenue |
|---|---|---|---|---|---|---|
| *Drainage Excavation | 77.52 | Cu. Yd. | $ 6.00 | $ 3.50 | $ 272.88 | $ 465.12 |
| General Excavation | 604.6 | Cu. Yd. | 1.50 | 2.34 | 1,415.61 | 906.90 |
| *8" Sewer Pipe | 556 | Lin. Ft. | 2.50 | 1.47 | 815.48 | 1,390.00 |
| *Extra for Pipe Under Pavement | 47 | Lin. Ft. | 4.00 | 2.34 | 110.30 | 188.00 |
| 3/4"-0 Mat'l in Leveling Course | 354 | Cu. Yd. | 4.50 | 4.38 | 1,550.86 | 1,593.00 |
| Sprinkling | 10 | M/gal. | 4.00 | 6.27 | 62.66 | 40.00 |
| 3/4"-0 Mat'l in Binder Course | 26 | Cu. Yd. | 5.50 | 4.38 | 113.97 | 143.00 |
| MC-2 Asphalt | 8.68 | Ton | 60.00 | 58.42 | 507.12 | 520.80 |
| Class "B" Asph. Conc. | 812.1 | Ton | 10.00 | 8.81 | 7,150.30 | 8,121.00 |
| RS-2 Asphalt | 9.73 | Ton | 60.00 | 54.75 | 532.76 | 583.80 |
| Aggregate in Pavement Seal | 55 | Cu. Yd. | 8.00 | 4.38 | 240.94 | 440.00 |
| Force Account (Flagging, State Shate ) | | | | | 219.10 | 219.10 |
| Deduction: Liquidated Damages | | | | | $ | $ - 90.00 |
| | | | | | $12,991.98 | $14,520.72 |

C. E. Leseberg
*Eastern Oregon Pipe Company
Hathaway Construction Company
Ontario Asphaltic Concrete Pave Co.
Russel Olson Construction Company

| | |
|---|---|
| Gross Revenue | $14,520.72 |
| Total Cost | 12,991.98 |
| Net Profit | $ 1,528.74 |

Net Profit Equals 10.52% of Total Revenue

Contract No. 4794

## DETAIL OF COST

|  |  |  |  |
|---|---|---|---|
| Labor: |  |  |  |
| Labor |  | $ 1,855.78 |  |
| Labor Insurance |  | 123.85 |  |
| Health and Welfare |  | 51.80 | $ 2,031.43 |
| Materials: |  |  |  |
| MC-2 Asphalt | 8.68 Tons | $ 481.70 |  |
| RS-2 Asphalt | 9.73 Tons | 504.28 |  |
| 85-100 Asphalt | 48.72 Tons | 2,449.95 |  |
| 3/4"-0 Crushed Rock |  | 855.05 |  |
| Aggregate in Pavement Seal |  | 123.75 |  |
| Aggregate in A. C. Mix |  | 1,299.61 | $ 5,714.34 |
| Equipment Rentals and Misc. Supplies: |  |  |  |
| Equipment Rental, Owned |  | $ 572.85 |  |
| Equipment Rental, Hired |  | 1,109.46 |  |
| Gas, Oil, and Grease |  | 221.28 |  |
| Freight |  | 321.60 |  |
| Bond |  | 106.96 |  |
| Fuel Oil (Heating A.C.) |  | 110.00 |  |
| Small Tools and Misc. Supplies |  | 50.00 |  |
| Home Office and General Overhead |  | 429.00 | $ 2,921.15 |
|  |  |  | $10,666.92 |
| Work by Others: |  |  |  |
| Eastern Oregon Pipe Company |  | $ 1,198.66 |  |
| Hathaway Construction Company |  | 604.60 |  |
| Oregon Asphaltic Concrete Paving Company |  | 521.80 | $ 2,325.06 |
|  |  |  | $12,991.98 |

Remarks:

This was a "State Project" calling for widening of 0.36 mile of highway roadbed, involving 604.6 cubic yards of roadbed excavation; construction of 0.36 mile of stone leveling course, involving 354 cubic yards of crushed materials; construction of 0.36 mile of asphaltic concrete pavement, involving 812.1 tons of asphaltic concrete; and performance of such additional and incidental work as called for by the specification and plans on the Verde Drive-11th Street (Ontario) Section of the Old Oregon Trail Highway in Malheur County.

The project was bid August 17, 1956 and awarded to C. E. Leseburg by the flip of a coin. However, C. E. Leseburg sub-contracted the entire project to Russel Olsen Construction Co., Inc. of Pendleton, Oregon. Work was started September 12 with 6 days having lapsed of the 20 work days allotted. The project was completed October 4, 1956.

On September 12 the Eastern Oregon Pipe Company moved onto the job to excavate for and place the 8" storm sewer. This phase of construction was completed within the balance of the week.

Russell Olson Construction Company began excavation of roadbed to subgrade, using 1½ cubic yard front end loader on September 20. The cost of general excavation was high because of having to work between the existing curbs and the existing pavement; having more subexcavation than anticipated; more loading and hauling wasted material; and heavy traffic conditions.

Although the contractor had to work under severe traffic conditions and encountered other problems, he was able to make a good profit.

M. J. Juve
Chief Cost Analyst

By

Gordon Hansen

RECEIVED
DEC 14 1956
FOR FILING

**OREGON STATE HIGHWAY DEPARTMENT**
(date)
December 13, 1956

| (CONTRACT NO.) | (EST. NO.) | (CONTRACTOR) | |
|---|---|---|---|
| 4794 | 2-Final | C. E. Leseberg | |
| **(VOUCHER NO.)** | **(WARRANT NO.)** | **(AMOUNT)** | **(DATE)** |
| 26481 | H-168010 | $ 629.30 | 12/13/56 |

4794

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

ACCOUNTING DIVISION

Specified completion Date: 20 Workdays from 9-1-56

Time Extensions: 3 Workdays with liquidated damages

Completion Date: Oct. 4, 1956

Date Accepted: Nov. 8, 1956

Penalties: Liquidated damages as above

Claims: None of record

Remarks:

Date: 12-14-56

To the Accounting Division:

Release of the above warrant is hereby authorized

H. B. Glaisyer
Secretary

Warrant Mailed: DEC 14 1956

Ruth Rawlings

NOTED ON CARD

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DEC 5 1956
FOR FILING

4794

December 5, 1956

Mr. C. E. Leseberg
201 Reece St.
Nyssa, Oregon

Dear Sir:

At its meeting held November 8, 1956 the State Highway Commission considered your request for an incurease, without assessment of liquidated damages, in the number of workdays specified for completion of the work provided for in contract No. 4794 on the Verde Dr.-S. W. 11th St. (Ontario) Section of the Old Oregon Trail Highway in Malheur County.

A complete report concerning the matter was presented to the Highway Commission by the State Highway Engineer, and the Commission considered your request in light of all of the facts and circumstances disclosed in the report and in your request. After carefully reviewing all available information, the Highway Commission concluded that an increase in the number of workdays specified for the completion of the work, without assessment of liquidated damages, was not warranted, and therefore denied your request.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: A. F. Parson,
Division Engineer

Clair E. Hall,
Resident Engineer

Tom Edwards,
Construction Engineer

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DEC 3 1956
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[illegible]
4794

December 3, 1956

**CERTIFIED MAIL**

General Casualty Company of America
Portland Service Office
209 S. W. Fourth Ave.
Portland 4, Oregon

Attention: Mr. G. H. Burnett

Dear Sir:

State Highway Contract No. 4794 for work performed on the Verde Dr.-S.W. 11th St. (Ontario) Section of the Old Oregon Trail Highway in Malheur County was completed by the contractor, C. E. Leseberg, on October 4, 1956 and was formally accepted by the Highway Commission on November 8, 1956.

Final payment in the amount of $629.10 will be released to the contractor on or after December 13, 1956. The total contract amount is $14,520.72, of which amount $219.10 represents force account items.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor.

Very truly yours

H. B. Glaisyer, Secretary
OREGON STATE HIGHWAY COMMISSION

By

Assistant Secretary

gl

NOTED ON CARD
gl

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NOV 2 1956
FOR FILING

4794

November 1, 1956

Oregon State Highway Commission

Request for extension of time
No. 28
November 8 and 9 meeting

Gentlemen:

Mr. C. E. Lessberg, contractor on the Verde Drive-S. W. 11th Street paving project in Ontario, Malheur County, Contract No. 4794, has requested an extension of time to complete the work. The reason given on Mr. Lessberg's request is, "We just could not get organized in the amount of time specified; therefore we ran over the completion date three (3) days."

This contract contained the fixed and liquidated damage clause, the damage being specified as $30 per work day. The completed contract cost was almost identical with that specified in the contract. The overrun was less than one per cent and amounted to only $130. There were no extra work orders or other items that would indicate changed conditions.

It is, therefore, my recommendation that the extension be granted and that the $30 per day damage be assessed to the contractor for a total of $90.

Very truly yours,

W. C. Williams
State Highway Engineer

Attach.

cc Mr. Tom Edwards

FC:fn

Form E-1-Rev 6-55—10M

A

OREGON STATE HIGHWAY DEPARTMENT

# Field Engineer's Weekly Report 23-1072

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending October 5, 1956

Section Verde Drive-S.W. 11th St. (Ontario)

Kind of work Grading & Paving

Highway Old Oregon Trail

Section prefix 23-1072

Contractor C.E. Leseberg

Contract number 4794

Date of contract 8-17-56, 19

Date of completion 20 days begin 9-1-56, 19

Date work started 9-12-56, 19

Estimated date of completion October 4, 1956, 19

Project authorization $ 17,168.63

Exclusive of Engineering $ 15,261.00

Per cent of time elapsed 115 %

Estimated cost of completed project, exclusive of engineering $ 14,575.00

Estimated per cent overrun or underrun 4.5 %

Per cent of contract completed, based on total contract price 100 %

Engineering authorization $ 1,220.88

Engineering cost to date $ 1,115.00, 91 %

Date project was completed October 4, 1956, 19

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Saturday Sept. 29 - Contractor shaped, watered and rolled leveling course, shot an MC-2 Binder in P.M., covered and rolled.

Monday Oct. 1 - Laid the 1st lift of A.C. right of centerline between stations 794+32 & 803+00 using a truck drawn lay-down machine. Feeder conveyor to A.C. plant out of order at 11:30 a.m. operations closed down for the day.

Tuesday - Completed paving left side of street. Gyppo outfit finished the 1st lift in the a.m. and Barber-Greene crew came behind with 2nd lift, getting all approaches and patches, quit paving at 6:30 p.m.

Wed. - No Work

Thursday - Shot RS-2 Seal Coat in a.m. covered an extra 250 ft. with seal coat to make street look uniform and to cover patch work done by Ontario city forces. Had crew clean out catch basins and shape up disturbed construction areas. Blade on job to broom excess cover rock. Job accepted 10-4-56.

The Russell Olson Const. Co. did all the work on this job and they outlined their work by completing one widening panel entirely before disturbing other panel thereby maintaining good by-pass areas for traffic. Two flagmen~~t~~ on job during all construction.

NOTED
FORREST COOPER

Roy Spivey Inspecting, Jack Luehrs Checking, Norman Henry Weighing.

RECEIVED
OCT 8 1956
OFFICE OF
[illegible] ENGINEER

Noted
M. N. Juve

Signed Clair E. Hall

Address Vale

NOTED
L. H. Young

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain duplicate copy for your own file.

NOTED
W. T. WRIGHT

State Printing [illegible]

✓

|  | GRADING | SURFACING | MAINTENANCE MATERIALS | OIL AND BITUMINOUS MACADAM | PAVING |
|---|---|---|---|---|---|
| Miles in project | 0.36 | 0.36 |  | 0.36 | 0.36 |
| Miles partially completed |  |  |  |  |  |
| Miles completed | 0.36 | 0.36 |  | 0.36 | 0.36 |
| Total estimated quantities (contract) | 880 | 240 |  | 18 | 830 |
| Total quantities corrected to date | 682 | 435 |  | 18.41 | 812.1 |
| Estimated quantities moved or placed to date | 682 | 475 |  | 18.41 | 812.1 |
| Average daily quantities | 30 | 22 |  | 1 | 35 |
| Average daily quantities necessary to complete project on time |  |  |  |  |  |
| Number shifts per day | 1 | 1 |  | 1 | 1 |
| Hours per shift | 8 | 3 |  | 3 | 8 |
| Average force on project for week | 7 | 11 |  | 6 | 16 |
| Men | 2 | 2 |  | 3 | 8 |
| Supervision | 1 |  |  | 1 | 2 |
| Men and trucks under 3 tons |  |  |  |  |  |
| Men and trucks over 3 tons | 2 | 7 |  | 1 | 5 |
| Men and tractors | 2 | 2 |  | 1 | 1 |

Equipment used during week: Shovels ........., Power graders 1, Rollers........., Mixers ........., Crushing or screening plants .........

Compressors ........., Bulldozers 1, Compaction rollers 2, . . . . ........., . . . . ........., . . . . .........

|  | WEATHER | HRS. DELAY | CAUSE OF DELAY |
|---|---|---|---|
| Sunday |  |  |  |
| Monday | Fair | 4 | A.C. Mixing plant down for repairs. |
| Tuesday | " |  |  |
| Wednesday | " |  |  |
| Thursday | " |  |  |
| Friday |  |  |  |
| Saturday | Fair |  |  |

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SEP 12 1956
FOR FILING

73-1532

4794

September 11, 1956

Mr. C. E. Leseberg
201 Reece Street
Nyssa, Oregon

Dear Sir:

We enclose herewith for your files a fully executed copy of contract No. 4794, which was awarded to you by the State Highway Commission on August 17, for grading and paving on the Verde Dr.-S.W. 11th St. (Ontario) Section of the Old Oregon Trail Highway in Malheur County.

We are also sending a copy of this contract to the surety on your performance bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encl.

RECEIVED
SEP 12 1956
FOR FILING

| |
|---|
| 23-1072 |
| |
| 4794 |

September 11, 1956

Mr. C. E. Leseberg
201 Reece Street
Nyssa, Oregon

Dear Sir:

We enclose herewith for your files a fully executed copy of contract No. 4794, which was awarded to you by the State Highway Commission on August 17, for grading and paving on the Verde Dr.-S.W. 11th St. (Ontario) Section of the Old Oregon Trail Highway in Malheur County.

We are also sending a copy of this contract to the surety on your performance bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encl.

RECEIVED
AUG 21 1956

FOR FILING

23-1092

4794

August 20, 1956

Mr. C. E. Leseberg
401 Reece Avenue
Nyssa, Oregon

Dear Mr. Leseberg:

The State Highway Commission on August 17, 1956, awarded to you State Highway Contract No. 4794 for grading and pavement widening on the Verde Drive-S. W. [illegible]th Street (Ontario) Section of the Old Oregon Trail Highway, in Malheur County.

Identical bids were received by the Commission from Russell Olsen Construction Company, Inc., Pendleton, and C. E. Leseberg, Nyssa, in the total amount of $14,261.00. A coin was tossed in the presence of the Commission, and C. E. Leseberg was declared the winner.

Contract forms will be sent to you for execution within the next few days.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

blm

cc: Tom Edwards
S. H. Probert
R. G. Savage, SIAC

Russell Olsen Construction Co., Inc.
P. O. Box 272
Pendleton, Oregon

23-1073 Olds Ferry-Ontario Sec. 1956
Illumination
#4795

A

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FOR FILING
2-1073
4795

FORM E-123-X 50M 6-59

COMMISSIONERS
M. K. MCIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD

FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

April 1, 1960

Mr. G. W. Kolling
District Manager
The Union Metal Manufacturing Company
Room 202, Sylvan Building
2035 SW 58th Street
Portland 1, Oregon

Dear Mr. Kolling:

On March 21, 1960, you wrote to Mr. Paxson, submitting an alternate design for street lighting poles to be used on the illumination project on the Olds Ferry-Ontario Section of the Old Oregon Trail in the vicinity of Ontario.

We have studied this material and do not believe that we can accept the alternate design for the Ontario project in that all of the contractors who bid on the job bid on the design as contained in the plans and specifications. Thus, it would be unjust to allow a change in the specifications after the contract was awarded.

The present standard design used by this Department for all installations can be fabricated from stock steel items and thus, it is felt that your company would experience no difficulty in manufacturing the poles and the mast arms. From the viewpoint of minimizing maintenance difficulties through having all poles and mast arms of one design, it is not believed desirable for the Department to allow any alternates to the standard design. We are also somewhat concerned about possible failure of the Union Metal standards under conditions of extreme wind loadings such as we have experienced in several areas in Oregon. Our present standard design has been field tested for some two years and has proven its ability to withstand unusual wind loadings. We note on Page 1 of the Union Metal Design Information where the standard design might not withstand the unusual wind loadings.

Based upon the comments offered above, it would not be possible for this Department to accept the Union Metal standard as an alternate to our standard design.

Very truly yours,

Ivan Merchant
Bridge Engineer

RECEIVED

VM:rk
bc: G. S. Paxson
F. B. Crandall

NOTED
G. S. PAXSON

RECEIVED
FEB 5 1957
FOR FILING

22-1072

4795

[illegible]

January 25, 1957

Mr. Robert R. Johnson, Director
Department of Finance and Administration
313 Capitol Building
Salem, Oregon

Dear Sir:

We are enclosing three copies each of three agreements with the Idaho Power Company covering the furnishing of electrical energy for illuminization and signalization on the Olds Ferry-Ontario Section on the Old Oregon Trail Highway.

These copies have been executed by the Oregon State Highway Commission and are now ready for the signature of the Director, Department of Finance and Administration. When these copies have been signed will you please return all copies to this office so that we may secure the signatures of the Idaho Power Company. When the agreements have been fully executed we will forward one dopy to your office for your files.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

rn
Enc.

ECEIVED
JAN 25 1957
FOR FILING

[illegible]

4795

Salem, Oregon
January 24, 1957

Agreements - Olds Ferry-
Ontario Section,
Old Oregon Trail Highway

Mr. F. B. Crandall
Traffic Engineer

I am attaching five extra copies of the three agreements covering the furnishing of electrical energy for illuminization and signalization on the Olds Ferry-Ontario Section. The Highway Commission signed the original agreements yesterday, and Mr. Glaisyer is sending them to the Idaho Power Company for execution. I am asking that he notify you when the signed copies are returned to us, so that you may make distribution of the conformed copies.

G. S. Paxson
Assistant State Highway Engineer

GSP:gm
Attachments

cc Mr. W. C. Williams
Mr. H. B. Glaisyer

RECEIVED
JAN 24 1957
FOR FILING

23-1073

4795

**OREGON STATE HIGHWAY DEPARTMENT**

INTER-DEPARTMENT CORRESPONDENCE

NOTED
G. S. PAXSON

Salem, Oregon
January 18, 1957

SUBJECT: Illumination
Olds Ferry-Ontario Section
Old Oregon Trail
Contract #4795

To: G. S. Paxson
Asst. State Highway Engineer
Office

I return herewith your correspondence, a letter dated December 13 to you from Parris E. Kail, Division Sales Manager, Payette, Idaho, to which was attached certain agreements and an Estimate Rate Schedule. I am retaining in our files the forms of agreement which they submitted as they are presently being changed by our Legal Department in accord with discussions had between Mr. Al Head and the Legal Department and subsequent phone call between Mr. Head and Mr. Kail of the Idaho Power Company this date.

The revised agreements will stipulate with respect the Olds Ferry Interchanges that the Idaho Power Company's request for an advance deposit of $3,004 cannot be honored, thus, the revised agreements will state that this figure will be paid to the Idaho Power Company upon completion of the construction of the pole line.

Mr. Stiffler has previously discussed with the Department of Finance these agreements and they have been approved verbally, The Department of Finance will sign them as soon as they have been executed by the Highway Commission. After these agreements have been executed by the Commission and the Department of Finance, three copies should be mailed to Mr. Kail which will be signed by the Idaho Power Company and returned to the Highway Commission.

I call your attention to my letter of January 11 to Mr. P. M. Stephenson, carbon copy to you, setting forth how this will be paid for. Briefly, it will be charged to Contract #4795, Prefix 23-1073 -- which was the Illumination Contract for the three interchanges in question.

The Legal Department will deliver to you on Monday six copies of this proposed agreement so that it may be taken to the Highway Commission Meeting.

F B Crandall
F. B. Crandall
Traffic Engineer

JAH:njs

Attachment

RECEIVED
[illegible] 57
OFFICE OF
[illegible] ENGINEER

**IDAHO POWER COMPANY**

December 13, 1956

Mr G F Taxson
Assistant State Highway Engineer
State of Oregon
State Highway Department
Salem, Oregon

Dear Sir:

In reply to your letter of November 8, 1956, and to answer the questions you asked regarding our electric service, I would first like to say that we were very happy to hear from you and learn of your questions and desires in regards to our electric service to your highway lighting installations.

You are entirely correct when you state that the total wattage of a 400 watt Mercury Vapor Lighting Unit is actually approximately 452 watts when the ballast loss of approximately 52 watts is included. However, for all practical purposes we refer to them as 400 watt units, which I imagine stems from a usage in the trade. Our voltage is not 110/220 volts, but we transform on our system at 120/240 volts. I am sure that the ballasts installed on your lighting system are rated at 110 to 120 volts and that our single phase, three-wire, 120/240 volt service will be quite satisfactory to serve them.

In regards to your question regarding an appropriate rate, or a flat rate (to serve your highway lighting installation), we will be very happy to serve them on our General Service Schedule No. 12, of which I am enclosing a copy. Under this schedule the maintenance, relamping and operation of your lighting system is not included. Your billings under Schedule No. 12 will be somewhat less than they would be under our Street Lighting Schedule No. 42, since, again, we will not furnish you any of the three above mentioned services which are a part of our street lighting rate.

Under our Line Extension Schedule No. 71, of which I am enclosing a copy, the Idaho Power Company, upon the execution of an Electric Service Agreement by the applicant guarantying a minimum annual payment to the Company for a term of ten years and if the construction costs exceed four times the guaranteed annual minimum, the customer shall advance to the Company, in cash, the amount of such excess which is subject to refund and which is provided for under Section E-(3) of our Extension Schedule No. 71. When these conditions are met, the Company will extend the necessary lines and facilities to supply electric service to the applicant. Our Schedule No. 71 applies to all of our rate schedules except our Street and Highway Lighting Schedule No. 42, which I am sure is self explanatory as to why it does not apply.

NOTED
J. AL HEAD

I am enclosing three separate Electric Service Agreements for your execution. As you will note, one is for service at the Stanton INterchange, one for service at the North Ontario Interchange and the third is for service at the Olds Ferry Interchange. I am also enclosing a copy of the estimated demands and billings that we have used in arriving at our contract amounts at the three locations. Our billings are estimated on the basis of a dusk to dawn operation of your lighting system and I believe they are self explanatory. As you will notice, we have estimated that your revenue at Olds Ferry will be $595.00. Under our Extension Schedule No. 71, paragraph C-(1), the Idaho Power Company will invest $2,380. Our engineers' estimate to build 2 and 2/10 miles of 12.5 Kv distribution line and the necessary facilities to serve your Olds Ferry lighting system at three separate service locations, is $5,384. As just stated, we will invest $2,380 to serve your load, which leaves a balance of $3,004 to be advanced in cash, which is subject to refund as previously stated under paragraph E-(3) of our Schedule No. 71. I would like to emphasize here that the annual guaranteed billing as shown on the three contracts are our closest estimates and your actual billings will no doubt vary from the estimates.

We are presently serving the Stanton Interchange and also the North Ontario Interchange with two separate services each. As I just stated, we will serve the Olds Ferry Interchange with three separate services. These duplicate services are necessary due to the operating voltage, the type and the physical characteristics of your lighting system.

Due to your absence from your office during the past few days, I have been unable to discuss with you by telephone, in greater detail, some of the mutual problems we might have in this matter. This morning, since you were still out of town, I discussed them by phone with Mr L E George, of your department. If you have any questions relative to the answers I have given you in this letter, I am sure Mr George can give you some additional information on them, and if not, please do not hesitate to call on us at any time. I also discussed with Mr George our plans for bringing our primary distribution lines in to serve the three separate locations at Olds Ferry, which presented some problems to us. If there are any changes desired by your department in the proposed route as I explained it to Mr George, and, since any route would present additional cost to us, which would be necessary to include in our Olds Ferry contract, we would like to hear from you in regards to any changes that you might make.

Again, if we can be of any further assistance to you, do not hesitate to call upon us.

Very truly yours,

Parris E Kail
Division Sales Manager

PEK:ef

cc: B T Frost
A S Gilbert
W R Reed

RECEIVED
DEC 17 1956
OREGON
STATE HIGHWAY COMMISSION

# ESTIMATED DEMAND & BILLING
# HIGHWAY LIGHTING
# STANTON, OLDS FERRY & ONTARIO

| Location | | Meters | KW Dem | KWH | Billing |
|---|---|---|---|---|---|
| Stanton | | 2 | 5 | 20,510 | $ 378.60 |
| | Total | | 5 | 20,510 | 378.60 |
| | | | 10 | 41,020 | $ 757.20 |
| Ontario | | 2 | 2 | 8,204 | $ 156.95 |
| | Total | | 8 | 32,816 | 594.70 |
| | | | 10 | 41,020 | $ 751.65 |
| Olds Ferry | | 1 | 8 | 32,816 | $ 594.70 |

Above figures based on 4102 hours per year operation on a dusk to dawn basis

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JAN 21 1957

~~FOR FILING~~

FORM E-30X—50,000—10-54—79488

[illegible]

4795

# OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
January 11, 1957

SUBJECT: Contract 4795
Olds Ferry-Ontario Section
Illumination

To: P. M. Stephenson
Bridge Engineer
Office

I have before me a final estimate release dated January 7, 1957 on the above project, but wish to advise that this should be held open as there is an amount of some $3,004 to be paid to the Idaho Power Company for constructing a pole line to the Olds Ferry Interchange. This will not be paid until about March, 1957.

If I interpret the cost of this project accurately the anticipated final cost of $23,222.14 would be increased to $26,226.14 which would compare to the $25,025.63 -- total original authorization -- causing an overrun of some $2,200.51 which is less than 10% allowable.

We will be submitting to the State Highway Commission at its next meeting certain agreements for their approval covering this work, and as soon as they have been processed contact will be made with the Idaho Power Company and we will proceed with the completion of this project.

ORIGINAL SIGNED BY F. B. CRANDALL
Traffic Engineer

Geo. Rohde is handling

F. B. Crandall
Traffic Engineer

JAH:njs

cc: G. S. Paxson
C. H. Maison
S. H. Probert

RECEIVED
JAN 1 1957
OFFICE OF
STATE HIGHWAY ENGINEER

NOTED
G. S. PAXSON

RECEIVED
FILING
23-1073

OREGON STATE HIGHWAY DEPARTMENT
(date)
December 26, 1956

(CONTRACT NO.) 4795 (EST. NO.) (CONTRACT0R)

K78 4795 3-Final Trowbridge Electric Co.

(VOUCHER NO.) (WARRANT NO.) (AMOUNT) (DATE)

27784 H-168835 $ 2,543.98 12/26/56

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

Ruth Rawlings
ACCOUNTING DIVISION

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Specified completion Date: 90 Work Days from 8-30-56

Time Extensions: none

Completion Date: Nov. 18, 1956

Date Accepted: Dec. 17, 1956

Penalties: None of record

Claims: None of record

Remarks:

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Date: 12-27-56

To the Accounting Division:

Release of the above warrant is hereby authorized

H. B. Glaisyer
Secretary

NOTED ON CARD

Warrant Mailed: DEC 27 1956

Ruth Rawlings

RECEIVED
DEC 13 1956
FOR FILING
1073
4-11

December 12, 1956

CERTIFIED MAIL

St. Paul-Mercury Indemnity Co.
Northwest Branch Office
Hills Bldg.
San Francisco 6, Calif.

Gentlemen:

State Highway Contract No. 4795 for illumination on the Olds Ferry-Ontario Section of the Old Oregon Trail Highway in Malheur County was completed by the contractor, Trowbridge Electric Co., on November 18, 1956 but has not as yet been accepted by the Highway Commission.

Final payment in the amount of $2,543.98 will be released to the contractor after acceptance by the Commission. The total contract amount is $20,439.50 and no force account work was performed on the project.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: St. Paul-Mercury Indemnity Co.
Ken Bailey Insurance Agency
Pacific Bldg.
Roseburg, Oregon

NOTED ON CARD

RECEIVED
NOV 13 1956
FOR FILING
23-1073

November 8, 1956

Mr. Parris E. Kail
Division Sales Manager
Idaho Power Company
Payette, Idaho

Dear Sir:

We have reviewed the electric service agreements submitted by your company concerning the furnishing of electrical energy to our illumination installations on the Olds Ferry-Ontario section of US30. Several questions arise which we bring to your attention.

The kilowatt and voltage rating shown under the connected load are incorrect since each mercury vapor luminaire (including ballast) is rated at 455 watts and each service point is wired for a 220-volt single-phase three-wire circuit.

It is noted that the agreements include lamp replacement, maintenance and system operation. The Oregon State Highway Department has both the equipment and trained personnel to perform the maintenance operations necessary for the illumination installations. For this reason, the maintenance, lamp replacement and system operation portion of the agreement is most undesirable.

It is understood that under other rate schedules a portion of line extension costs is shared both by your company and the consumer with the consumer's portion being refundable under certain conditions.

Under the existing conditions at the Olds Ferry Interchange and for the best economic interests of the Department, it is felt that both parties should share an equitable portion of the line extension costs. It is realized that each installation made by your company must be financially feasible; however, proposed future highway construction in your territory indicates considerable additional illumination installations. All lighting facilities are of a permanent nature and a constant load, which are desirable for a power company.

Based on the above facts, it is requested that your company take under consideration the following requests:

1. That the service agreements be modified to show correct kilowatt and voltage rating.

2. That a rate schedule (if possible, a flat-rate type of billing) for rural highway illumination be adopted which will exclude maintenance, relamping and operation.

3. That an equitable portion of the line extension costs at the Olds Ferry Interchange be shared by both parties.

We wish to thank you for your attention to our requests and are returning,unsigned, the agreements forwarded to us with your letter of October 11 to Mr. L. E. George. The cooperation given by your company both to our electrical contractor and resident engineer on the Olds Ferry-Ontario lighting project has been very much appreciated.

Very truly yours,

W. C. Williams
State Highway Engineer

By

G. S. Paxson
Assistant State Highway Engineer

Attachments

cc Mr. W. C. Williams
Mr. F. B. Crandall
Mr. W. O. Widdows

LEG:kg:ng:gm

IDAHO POWER COMPANY
Fayette, Idaho
October 11, 1956

Johnson 10/18

Mr. L. E. George
Traffic Engineer
Oregon State Highway Dept.
Salem, Oregon

Dear Sir:

In reply to a verbal request by Mr. W. L. Zerbes, Field Engineer from your office, for electric service from the Idaho Power Company to serve three separate Mercury Vapor highway lighting installations on your new super highway between Olds Ferry and Ontario, please find enclosed, two separate Electric Service Agreements covering the above three locations. The first Electric Service Agreement includes service to 18 lighting units at the Sta[illegible] interchange, and to 19 lighting units at the North Ontario interchange. Permanent electric service to these two installations is being installed today at the request of Mr. Enrique Rodriques, District Bridge Engineer of your Ontario office. The second Electric Service Agreement is for electric service to supply 15 lighting units at the Olds Ferry interchange. Also, included in this agreement is a cash payment of $5,100 by the Oregon State Highway Department, as the Customer, in consideration of the excess special investment required to be made by the Idaho Power Company in building 2.2 miles of 12.5KV distribution line to serve these 15 lighting units at three separate transformation and service connection points.

All of the lighting units in the three interchange locations will be served in under our Street Lighting Service Schedule No. 41 "B" of which a copy is enclosed. Under this schedule, the Customer installs and owns the lighting system. Service from the Idaho Power Company under this schedule includes electric energy, lamp replacement, maintenance, and system operation.

We are prepared to start construction of the 2.2 miles of distribution line at Olds Ferry immediately upon receipt of the enclosed Electric Service Agreements executed by the proper authorities of the Highway Department.

If there are any questions relative to the above mentioned electric service, please do not hesitate to contact this office.

Yours very truly,

Parris E. Kail
Division Sales Mgr.

PEK/rv
encl.

cc: D. T. Frost
A. S. Gilbert
W. R. Reed
Mr. Enrique Rodrigues

**IDAHO POWER COMPANY**
**ELECTRIC SERVICE AGREEMENT**

DISTRICT Ontario RATE SCHEDULE No 41B ACCT. No

**Connected Load:**

H.P. Volts. Phase. Wire

H.P. Volts. Phase. Wire

11.8 K.W. 120 Volts. 1 Phase. 2 Wire

Oregon State Highway Department (Name) Salem, Oregon (Mailing Address)

herein called Customer, agrees to receive and pay for, and IDAHO POWER COMPANY, herein called Company, agrees to supply electric service to the amount of 11.8 Kw, in the form of single phase alternating current at approximately 60 cycles per second and 120 volts, for Customer's Highway lighting operations, at or near See below, in Malheur County, State of Oregon for a term of 10 year(s) from and after January 1st, 1957, in accordance with and subject to the Company's rules and regulations and Schedule No. 41B, as now or hereafter in effect at the time of delivery of service. The point of delivery of power shall be where the Company's wires or apparatus are connected with those of the Customer at or near See below of Section T. R. M.

All payments shall be made at Company's office at Ontario. The Customer agrees to pay, regardless of the amount of power actually consumed, the minimum charges as provided in the rate schedule, rules and regulations applicable to service hereunder. A copy of the rate schedule and the rules and regulations as now in effect are attached hereto as part of this agreement.

The points of delivery shall be where the Company's wires or apparatus are connected with the Customer at or near

(a) South quarter of Section 18, Township 17, South, Range 47 East, Willamette Meridian, near Ontario, Oregon, serving 18 lighting units.

(b) Northwest quarter of Section 33, Township 17 South, Range 47 East, Willamette Meridian, near Ontario, Oregon, serving 19 lighting units.

Customer agrees to pay current billings for service rendered to the 37 - 400 mercury vapor lighting units at the above locations at the rate of $4.25 per month per lighting unit as provided for in Schedule No. 41B.

Dated , 19

Attest } Witness }

Customer.

**IDAHO POWER COMPANY,**

Attest } Witness }

By

Its

E.R. or W.O. No.

1010—8M—7-56

# IDAHO POWER COMPANY
## ELECTRIC SERVICE AGREEMENT

DISTRICT Huntington RATE SCHEDULE No. 41B ACCT. No.

Connected Load:

H.P. Volts Phase Wire

H.P. Volts Phase Wire

6.0 K.W. 120 Volts 1 Phase 2 Wire

Oregon State Highway Department (Name) Salem, Oregon (Mailing Address)

herein called Customer, agrees to receive and pay for, and IDAHO POWER COMPANY, herein called Company, agrees to supply electric service to the amount of 6.0 Kw, in the form of single phase alternating current at approximately 60 cycles per second and 120 volts, for Customer's Highway lighting operations, at or near See below, in County, State of Oregon for a term of 10 year(s) from and after January 1st, 19 57, in accordance with and subject to the Company's rules and regulations and Schedule No. 41B, as now or hereafter in effect at the time of delivery of service. The point of delivery of power shall be where the Company's wires or apparatus are connected with those of the Customer at or near See below of Section T. R. M.

All payments shall be made at Company's office at Huntington. The Customer agrees to pay, regardless of the amount of power actually consumed, the minimum charges as provided in the rate schedule, rules and regulations applicable to service hereunder. A copy of the rate schedule and the rules and regulations as now in effect are attached hereto as part of this agreement.

The point of delivery shall be where the Company's wires or apparatus are connected with the Customer at or near

(a) Southwest quarter of Section 14, Township 15 South, Range 45 East, Willamette Meridian, at or near Huntington, Oregon, serving 15 lighting units.

Customer agrees to pay current billings for service rendered to the 15 - 400 mercury vapor lighting units at the above locations at the rate of $4.25 per month per lighting unit as provided for in Schedule No. 41B. In addition, the Customer, in consideration of the excess special investment required to be made by the Company in extending its lines and facilities to provide service at the above location, agrees to pay to the Company the sum of $5,100 as nonrefundable cash.

Dated , 19 X

Attest Witness

Customer.

IDAHO POWER COMPANY,

Attest Witness By

E.R. or W.O. No. Its

1610—2M—7-56

## SCHEDULE NO. 41
## MUNICIPAL STREET LIGHTING SERVICE

APPLICATION - To service required for the lighting of public streets, alleys, thoroughfares, and public grounds. Street lighting lamps will be energized each night from dusk until dawn.

### "A"—OVERHEAD LIGHTING—COMPANY-OWNED SYSTEM

Lamps are suspended from wood poles by means of brackets, mast arms, or cable, and energy is supplied from the Company's overhead distribution system by aerial circuit.

Street lighting system is installed, owned, maintained, and operated by the Company, providing that no extension exceeding 500 feet per incandescent lamp, or $200 per mercury vapor lamp, or $425 per fluorescent fixture is required. Reflector lighting units will be furnished for lamps up to and including 2500 lumen. Refractor lighting units will be furnished for lamps of 4000 lumen and above. Lamps may be either series or multiple operated at the Company's option.

| | | |
|---|---|---|
| MONTHLY CHARGE - | 1000 lumen incandescent lamp | $1.75 |
| | 2500 lumen incandescent lamp | 2.25 |
| | 4000 lumen incandescent lamp | 2.75 |
| | 6000 lumen incandescent lamp | 3.25 |
| | 10,000 lumen incandescent lamp | 4.55 |
| | 250 watt mercury vapor lamp | 5.35 |
| | 400 watt mercury vapor lamp | 6.00 |
| | 400 watt fluorescent fixture | 8.75 |

### "B"—ORNAMENTAL LIGHTING—MUNICIPALLY-OWNED SYSTEM

Lamps are mounted on ornamental posts or standards.

The ornamental lighting system, including posts or standards, initial installation of lamps, and underground cables with suitable terminals for connection to Company's overhead distribution system is installed and owned by the municipality.

Service includes energy, lamp renewals, maintenance, and operation of the system.

| | | |
|---|---|---|
| MONTHLY CHARGE - | 2500 lumen incandescent lamp | $1.50 |
| | 4000 lumen incandescent lamp | 1.70 |
| | 6000 lumen incandescent lamp | 2.25 |
| | 10,000 lumen incandescent lamp | 3.40 |
| | 400 watt mercury vapor lamp | 4.25 |
| | 400 watt fluorescent fixture | 4.25 |

### "C"—ORNAMENTAL LIGHTING—COMPANY-OWNED SYSTEM

Lamps are mounted on ornamental posts or standards.

The ornamental lighting system is installed by the Company in accordance with Company's specifications as to type of standard, lamp fixture, and connecting circuit; provided that the Company is not required to make an investment exceeding $200 per incandescent lamp installed, or $300 per mercury vapor lamp installed, or $625 per fluorescent fixture installed.

| | | |
|---|---|---|
| MONTHLY CHARGE - | 2500 lumen incandescent lamp | $2.75 |
| | 4000 lumen incandescent lamp | 3.30 |
| | 6000 lumen incandescent lamp | 3.85 |
| | 10,000 lumen incandescent lamp | 4.85 |
| | 400 watt mercury vapor lamp | 7.25 |
| | 400 watt fluorescent fixture | 10.70 |

PAYMENT - Payment for service supplied under the above rates in this schedule shall be made monthly by the municipality, and the bill of the Company shall be allowed and paid at the first regular meeting of the governing body of the municipality in each month succeeding the month in which service was supplied.

Issued January 27, 1956 Effective March 1, 1956
Issued By IDAHO POWER COMPANY.
By T. E. ROACH, President.
1220 Idaho Street, Boise, Idaho.

A

RECEIVED
SEP 12 1956
FOR FILING

2-1073

4795

September 11, 1956

Trowbridge Electric Company
622 S.E. Jackson St.
Roseburg, Oregon

Gentlemen:

We enclose herewith for your files two fully executed copies of contracts awarded to you by the State Highway Commission on August 17, as follows:

Contract No. 4795, covering Olds Ferry-Ontario Illumination Installations on the Old Oregon Trail Highway in Malheur County.

Contract No. 4799, for traffic signal installation on Scholls Ferry Road-Oleson Road Section of the Beaverton-Hillsdale Highway in Washington County.

We are also sending a copy of this contract to the surety on your performance bonds.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encls.

RECEIVED
AUG 21 1956
FOR FILING

[illegible]

4795

August 20, 1956

Trowbridge Electric Co.
622 S. E. Jackson
Roseburg, Oregon

Gentlemen:

The State Highway Commission on August 17, 1956 awarded to you State Highway Contract No. 4795 for higuway illumination at three interchanges on the Olds Ferry-Ontario Section of the Old Oregon Trail, in Malheur County.

This award was based on your bid of $19,996.00, which was the low bid submitted to the Commission on that day for this project. Contract forms will be sent to you for execution within the next few days.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

btm [illegible]

cc: Tom Edwards
S. H. Probert
R. C. Savage, SIAC
P. M. Stephenson

124-1013 12th Street Bridge Widening. 1956

#4796

RECEIVED

FOR FILING

FORM E-30 37,500 4-52 96808

124-1013

4796

# OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

March 21, 1957

SUBJECT: Time Extension

To:

C. A. Gardner

Two warrnts are being held in our safe pending receipt of time extensions as listed below and upon approval of the Commission.

| Contractor | Contract No. | Est. No. | Amount |
|---|---|---|---|
| Erwin E. Batterman | 4816 | 5-Final | $4,367.91 |
| United Builders, Inc. | 4796 | 5-Final | 3,447.64 |

J. G. Herr

cc: Forrest Cooper

RECEIVED
APR 5 - 1957
FOR FILING

OREGON STATE HIGHWAY DEPARTMENT
(date)
March 14, 1957

| | | |
|---|---|---|
| 124-1013<br>(CONTRACT NO.) | (EST. NO.) | (CONTRACTOR) |
| 4796 | 5-Final | United Builders, Inc. Assign: St. Paul Fire and Marine Insurance Co. |
| (VOUCHER NO.) | (WARRANT NO.) | (AMOUNT) (DATE) |
| 5706 | H-176031 | $ 3,447.64 3/14/57 |

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

Ruth Rawlings
ACCOUNTING DIVISION

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Specified completion Date: 110 Workdays from 8-30-56

Time Extensions: None

Completion Date: Feb. 28, 1957

Date Accepted: March 28, 1957

Penalties: None of record

Claims: None of record

Remarks:

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Date: 4-3-57

To the Accounting Division:

Release of the above warrant is hereby authorized

H B Glaisyer
H. B. Glaisyer
Secretary

[illegible] CARD

Warrant Mailed: APR 3 1957

Ruth Rawlings

RECEIVED
MAR 8 1957
FOR FILING

[illegible]

4796

March 8, 1957

CERTIFIED MAIL

Saint Paul-Mercury Indemnity Co.
Northwest Branch Office
Mills Bldg.
San Francisco 6, Calif.

Gentlemen:

State Highway Contract No. 4796 for work performed on the 12th Street Bridge Widening at Salem, Marion County, was completed by the contractor, United Builders, Inc., on February 28, 1957 but has not as yet been accepted by the Highway Commission.

Final payment in the amount of $3,447.64 will be released to the contractor, assigned to Saint Paul-Mercury Indemnity Co., after acceptance by the Commission. The total contract amount is $26,797.41 and no force account work was performed on the project.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Jewett, Barton, Leavy & Kern
Lewis Bldg.
Portland 4, Oregon

NOTED ON CARD

RECEIVED
JAN 2 - 1957
FOR FILING

4-1013

4796

December 27, 1956

Mr. Clarence D. Porter
Claims Adjuster
St. Paul Fire & Marine Insurance Company
1027 Failing Building
Portland 4, Oregon

Dear Mr. Porter:

Reference is made to your letter of December 21, 1956 and our subsequent telephone conversation regarding the assignments given by United Builders, Inc. to the St. Paul Fire and Marine Insurance Company of all monies that are now due or which may hereafter become due the United Builders, Inc. in connection with Oregon State Highway Contracts 4690, 4774, and 4796.

In our telephone conversation yesterday you stated that you would ask the St. Paul Fire and Marine Insurance Company to forward to me assumption certificates whereby the St. Paul Fire and Marine Insurance Company assumes the liability of the St. Paul-Mercury Indemnity Company in connection with each of these contracts. I received such information in today's mail from Dorothy L. Wilson, the Company's Attorney-in-Fact.

This information appears to satisfy our requirements, so we will honor the assignments which were transmitted with your letter of December 21st. I am asking our Auditor to prepare future vouchers in connection with each of these jobs, payable to United Builders, Inc., assigned to the St. Paul Fire and Marine Insurance Company and to forward to the company at 200 Mills Building, San Francisco, California all warrants received from the Secretary of State in connection with these jobs. This is pursuant to the directive contained in your letter of December 21st.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

HBG:jmc
cc: St. Paul Fire and Marine Insurance Company
1012 Failing Building
Portland 4, Oregon
Attn: Dorothy L. Wilson, Attorney-in-Fact
C. H. Maison, (2)
Floyd Query

NOTED ON CARD

Mr. Maison: Attached are two photocopies of each of the assignments mentioned above together with two copies of each of the assumption certificates. Also enclosed are two copies of Mr. Porter's letter of December 21st and one copy of a letter that I received today, dated December 26, from the St. Paul Fire and Marine Insurance Company. It will be satisfactory for you to prepare future vouchers in connection with each of these

(over)

The St. Paul Companies
INSURANCE
LAND • SEA • AIR
FOUNDED 1853

ST. PAUL FIRE and MARINE INSURANCE COMPANY
ST. PAUL MERCURY INSURANCE COMPANY

PORTLAND OFFICE, 1012 Failing Building, PORTLAND 4, OREGON, Phone CApitol 7-5504

December 26, 1956

Mr. H. B. Glaisyer, Secretary
Oregon State Highway Department
Salem, Oregon

Re: Bond No. 1745236/14445 - United Builders, Inc.
Bond No. 1745300/14473 - United Builders, Inc.
Bond No. 1746232/14485 - United Builders, Inc.

Dear Sir:

Pursuant to your telephone conversation with Mr. Clarence D. Porter regarding Assumption Certificates wherein the St. Paul Fire and Marine Insurance Company assumes the liability of the Saint Paul-Mercury Indemnity Company, we are enclosing the Assumption Certificates on the bonds involved as follows:

Bond No. 1745236/14445 - Contract No. 4690
Dairy Creek Bridge, Washington County

Bond No. 1745300/14473 - Contract No. 4774
Bridge over Champoeg Creek, Marion County

Bond No. 1746232 - Contract No. 4796
12th Street Bridge, Marion County

Yours very truly,

St. Paul Fire and Marine Insurance Company

By: Dorothy L. Wilson
Its Attorney-in-Fact
Dorothy L. Wilson

REJ/dw

RECEIVED
7 1956
OREGON
STATE HIGHWAY COMMISSION

CLARENCE D. PORTER
CLAIMS ADJUSTER
1027 FAILING BUILDING
PORTLAND 4, OREGON

FIDELITY - SURETY - BURGLARY
CLAIMS EXCLUSIVELY

BONDING INVESTIGATIONS

CA 3-2746

December 21st, 1956

Mr. H. B. Glaisyer, Secretary
State Highway Commission
State Highway Building
Salem, Oregon

Dear Mr. Glaisyer: Re - United Builders, Inc.

I am attaching assignment of claim covering estimates due on contracts Nos. 4690-4796 and 4774 executed by the United Builders, Inc. in favor of the St. Paul Fire and Marine Insurance Company and said assignments shall cover check or warrant which is to be issued on the estimates made up either on the first day of December or shortly thereafter and continue in force until completion of the contracts. I also attach original assignment given by the United Builders to the St. Paul Mercury Indemnity Company which corporation has been succeeded by the St. Paul Fire and Marine Insurance Company under date of May 18, 1955 which is still in full force and effect and is therefore supplemental to the present executed assignments.

Please see that the check issued in the month of December and all subsequent checks or warrants, as the case may be, are forwarded to the St. Paul Fire and Marine Insurance Company, 200 Mills Building, San Francisco, California.

I gave you notice of this assignment a few days ago so that you could make proper notation on your records.

Please acknowledge receipt of these assignments.

Yours very truly,

St. Paul Fire and Marine Insurance Company

By Clarence D Porter
Clarence D. Porter
Adjuster

ANSWERED
H. B. GLAISYER

CDP:DP

RECEIVED
[illegible] 1956
OREGON
STATE HIGHWAY COMMISSION

7-2

**GENERAL AGREEMENT O[illegible]NDEMNITY**

# SAINT PAUL-MERCURY INDEMNITY COMPANY

## ST. PAUL, MINNESOTA

***Know All Men By These Presents,*** that whereas, the Saint Paul-Mercury Indemnity Company, hereinafter referred to as the Surety Company, has executed or may hereafter execute a bond or bonds on behalf of the undersigned or any of them, hereinafter referred to as Indemnitors, and/or the corporation(s) and/or firm(s) and/or individual(s) named in the Schedule hereof or any additions thereto;

***And Whereas,*** the Indemnitors have a substantial, material and beneficial interest in the obtaining of the said bond or bonds.

***Now, Therefore,*** in consideration of the premises and the sum of One ($1.00) Dollar in hand paid to the Indemnitors by the Surety Company, the receipt of which is hereby acknowledged, the Indemnitors, for themselves, their heirs, executors, administrators, successors and assigns jointly and severally hereby covenant and agree with the Surety Company, its successors and assigns, in the manner following:

1. That the Indemnitors will promptly pay or cause to be paid in cash to the Surety Company in advance, or if not in advance, at such times and in such manner as may be agreed upon, premium or premiums for such bond or bonds at the rates and at the times specified by the Surety Company and will continue to pay the same where such bond or bonds are continued until the Surety Company shall have been fully discharged and released from any and all liability upon the said bond or bonds, and all matters and things arising therefrom and until there shall have been furnished to the Surety Company satisfactory proof by evidence legally competent of such discharge and release.

2. The Indemnitors shall at all times (a) indemnify, and keep indemnified, and hold and save harmless the Surety Company from and against any and all liability, loss, damages, costs and expenses of whatever nature or kind which the Surety Company shall or may, at any time, sustain, incur, or be put to, for, or by reason, or in consequence of the Surety Company having given and executed any such bond or bonds and (b) shall immediately pay, reimburse and make good to the Surety Company all sums and amounts of money which the Surety Company shall pay, or cause to be paid, on account of the execution of any such bond or bonds, and (c) shall pay, as collateral security, to the Surety Company as soon as it shall become liable therefor on any such bond or bonds, any and all sums for which the Surety Company shall become liable, irrespective of whether the Surety Company shall have paid out such sums, or any part thereof.

The Indemnitors shall reimburse the Surety Company for all costs, counsel fees and expenses which it may incur in collecting a premium or a loss sustained on any such bond or bonds or in investigating any claim made thereunder, or in investigating any application, or in prosecuting or defending any action, suit or other proceeding which may be commenced or prosecuted against the principal, or against the Surety Company, upon any such bond or bonds, or in any wise relating thereto.

3. The Indemnitors, immediately upon becoming aware of any demand, notice, or proceeding preliminary to determining or fixing any liability with which the Surety Company may be subsequently charged under the said bond or bonds or any renewal thereof or any new bond issued in continuation thereof or as a substitute therefor, shall notify the Surety Company thereof in writing.

4. In the event the Surety Company is required, for any reason whatsoever, to reserve from its assets an amount to cover any contingent claim or claims under any of said bond or bonds it may issue, the Indemnitors hereby covenant and agree immediately on demand to deposit with the Surety Company, in current funds, an amount sufficient to cover any such contingent claim or claims, to be held by the Surety Company as collateral security on the said instrument, in addition to the indemnity afforded by this agreement; and if the Surety Company is required to enforce performance of this covenant by action at law or in equity, the costs, charges and expenses, which it may incur, shall be included in such action and be paid by the Indemnitors.

The Indemnitors further authorize and empower any attorney in any State of the United States, at request of the Surety Company, to appear for the Indemnitors, and confess judgment against them, and each of them, for any sum or sums due under this agreement up to the full amount of bond or bonds executed by the Surety Company, upon the faith and security afforded by the Indemnitors under this agreement, without stay of execution, waiving inquisition and condemnation of any real estate, and the Indemnitors, and each of them, do hereby waive the benefit of any law or laws now in force or which may hereafter become in force, exempting property from levy and sale upon execution; this authority to continue until the Surety Company's liability under any such bond or bonds shall have wholly terminated. Whenever the laws of any State shall provide a method for confession of judgment to which the authority hereby given will not apply, the Indemnitors further agree to execute upon the Surety Company's demand such papers as will carry into effect the entry of judgment by confession against the Indemnitors for the sum or sums above mentioned.

5. If any bond or bonds be given in connection with a contract, the Surety Company is hereby authorized, but not required, to consent to any change in the contract or in the plans or specifications relating thereto; to make or guarantee advances or loans for the purposes of the contract without the necessity of seeing to the

(OVER)

application thereof, it being understood that the amount of all such advances or loans, unless repaid with legal interest by the Contractor to the Surety Company when due, shall be conclusively presumed to be a loss hereunder; in the event of the abandonment, forfeiture or breach of the contract, or the breach of any bond given in connection therewith, or the failure, neglect or refusal to pay for labor or materials used in the prosecution of the contract, to take possession of the work under the contract and, at the expense of the Indemnitors, to complete the contract, or cause, or consent, to the completion thereof. The Indemnitors hereby assign, transfer, and set over to the Surety Company (to be effective as of the date of any such bond, but only in the event of a default as aforesaid), all of their rights under the contract, including their right, title and interest in and to all subcontracts let in connection therewith; all machinery, plant, equipment, tools and materials which shall be upon the site of the work or elsewhere for the purposes of the contract, including all materials ordered for the contract, and any and all sums due under the contract at the time of such abandonment, forfeiture, breach, failure, neglect or refusal, or which may thereafter become due, and the Indemnitors hereby authorize the Surety Company to endorse in the name of the payee, and to collect any check, draft, warrant or other instrument made or issued in payment of any such sum, and to disburse the proceeds thereof.

6. That the Surety Company may, at any time hereafter, without releasing or discharging the Indemnitors from any claim, demand, damage, action, costs, liability or any other expense theretofore incurred or accrued, take such action as it might deem necessary or proper to obtain its release from any and all liability under the said bond or bonds, and the Indemnitors further agree that they shall further secure and indemnify the Surety Company against any and all charges, liabilities and expenses of whatever nature which the Surety Company may sustain or incur or be put to in obtaining such release.

7. The Surety Company may also alter, change, modify, amend, limit or extend the said bond or bonds, and any renewal or other obligation in place or in lieu thereof, and in any such case the Indemnitors shall be liable to the Surety Company as fully and to the same extent on account of any such altered, changed, modified, amended, limited or extended bond or bonds or renewal or substitution thereof, whenever and as often as made, as though such bond or bonds is or are described at length herein.

8. The Surety Company may also adjust, settle or compromise any claim or suit arising under said bond or bonds, and with respect to any such claim or suit, take whatever action it may deem appropriate; and its determination as to whether any such claim or suit shall be settled or defended shall be binding and conclusive upon the Indemnitors.

9. That it shall not be necessary for the Surety Company to give to the Indemnitors or any of them notice, which is hereby expressly waived, of any act, fact or information coming to the notice or knowledge of the Surety Company concerning or affecting its rights or liabilities under any such bond or bonds by it so executed, or the rights and liabilities of the Indemnitors herein.

10. Any property of any kind which may have been, or may hereafter be pledged as collateral security on any one or more of such bonds may, at the option of the Surety Company, be retained as collateral security on any and all bonds coming within the scope of this agreement, whether theretofore or thereafter executed, and for the full and complete performance in all respects of the covenants of the Indemnitors. In case the Surety Company should deem it advisable for the purpose of meeting any actual or prospective claim or demand under any such bond or bonds or to pay any expenses incurred or to be incurred in connection therewith, or in case the Surety Company should be of the opinion that said property is likely to so decline in market value that the security to the Surety Company will be inadequate, the Surety Company shall have full power and authority, without notice to the Indemnitors or any of them, to sell, assign, and deliver said collateral, or any part thereof at public or private sale at the option of the Surety Company, its successors and assigns, with the right to be the purchaser itself at any such sale, and to use the proceeds, or any such part thereof as may be necessary, in order to protect itself and any other Surety or Sureties executing such bond or bonds against loss, costs, damages, attorneys' fees and expenses as aforesaid; and, after deducting all legal and other costs and expenses of such sale, and all such loss, costs, damages, attorneys' fees and expenses as aforesaid, and all premiums due the Surety Company or any such Surety or Sureties for any such bond or bonds, shall return the remainder of such collateral or the proceeds of sale, if any, to the person or persons legally authorized to receive the same; provided the Surety Company shall not be responsible for any loss resulting to said property from any cause other than the wrongful act or neglect of its officers and employes.

11. The Surety Company shall have the absolute right at its option to decline to execute any bond or bonds without impairing the validity of this agreement.

12. That this instrument shall protect, in the name of the Surety Company, any and all surety or reinsuring companies that may assume reinsurance or co-suretyship on any such bond or bonds, and in like manner, shall indemnify such other reinsurer or co-surety as the Surety Company has procured or may procure to execute or to join with it in executing any such bond or bonds, it being agreed that this instrument shall inure to the benefit of any such reinsurer or co-surety, so as to give it or them the right of action hereunder.

13. That the acceptance of security or consideration shall not be taken as a waiver of any right or remedy which the Surety Company might have by statute or otherwise.

14. In case the execution hereof by any of the parties herein mentioned may be defective or invalid for any reason, such failure, defect or invalidity shall not in any manner affect the validity of this obligation or the liability hereunder as to any or all of the parties executing this obligation; but each and every of the parties joining herein shall be and remain fully bound and liable hereunder to the same extent as if such failure, defect or invalidity had not existed. This agreement although executed subsequent to the issuance of any bond or bonds referred to herein is of the same force and effect as though executed prior to the issuance of such bond or bonds.

## SCHEDULE

| NAME | ADDRESS |
|---|---|
| UNITED BUILDERS, INC. | 400 N. W. Beaverdam Road, Beaverton, Oregon |

*In Testimony Whereof*, the Indemnitors have hereunder set their hands and affixed their seals this 18 day of May 1955

Signed, sealed and delivered
in the presence of

x Paul S Taggart V.P. (Seal)
Address

x James W Taggart P (Seal)
Address

STATE OF Oregon }ss.:
COUNTY OF Multnomah

On the 18 day of May, in the year fifty-five, before me personally came Paul S. Taggart, Vice President and James W. Taggart, Asst. Vice President to me known, and known to me to be the individual s described in and who executed the foregoing instrument, and duly acknowledged to me that they executed the same.

Helen M. Pray
(Helen M. Pray) Notary Public.
Multnomah County County.
My Commission Expires July 12, 1957

STATE OF }ss.:
COUNTY OF

On the day of , in the year , before me personally came

to me known who, being by me duly sworn, did depose and say, that he resides in , that he is the of the the corporation described in, and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he signed his name thereto by like order.

Notary Public.

(SEAL) County.

STATE OF }ss.:
COUNTY OF

On the day of , in the year , before me personally came to me known and known to me to be a member of the firm of described in and who executed the foregoing instrument, and he thereupon acknowledged to me that he executed the same as and for the act and deed of the said firm.

Notary Public.

County.

RECEIVED
NOV 16 1956
FOR FILING

124-1013

4796

November 16, 1956

United States National Bank
Beaverton Branch
Beaverton, Oregon

Attention: Mr. H. E. Rosendahl
Assistant Manager

Gentlemen:

Further reference is made to your letter of November 9 concerning the assignment of monies earned by United Builders, Inc. in connection with three state highway contracts.

I am now in receipt of a letter from Mr. Paul S. Taggart, of the United Builders, Inc., to the affect that they no longer wish to assign the monies due them, and he has asked that future warrants be mailed direct to the United Builders, Inc. as in the past. He also requests that the assignments that you transmitted with your letter of November 9, 1956 be returned to you. The same are enclosed.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

HDG:jmc

cc: United Builders, Inc.
P. O. Box 211
Beaverton, Oregon

C. W. Maison (2)

MI 4-1146

400 N. W. BEAVERDAM RD.

**UNITED BUILDERS, Inc.**
**CONTRACTORS & BUILDERS**
P. O. BOX 211, BEAVERTON, OREGON

Nov. 15, 1956

Mr. H. B. Glaisyer
Oregon State Highway Commission
Salem, Oregon

Dear Mr. Glaisyer:

Regarding your letter to the U.S. Bank of November 13, and our telephone conversation of yesterday.

After talking with our attorney we have dedided to let the matter stand as it is. Will you therefore please send your copy of the assignment back to the U. S. Bank at Beaverton. Checks will continue to come direct to us as before.

Thank you very much for your cooperation in this matter.

Very truly yours,

United Builders Inc.

pst/a

cc [illegible]

LETTER TO U.S. Bank
DATE 11/16

[illegible]

RECEIVED
NOV 16 1956
OREGON
STATE HIGHWAY COMMISSION

Salem, Oregon
November 14, 1956

Mr. C. H. Maison, Chief Auditor
Office

Yesterday I sent you a copy of a letter that I wrote to the United States National Bank of Portland regarding the proposed assignment by United Builders, Inc. to the Beaverton Branch of the United States National Bank of monies due in connection with three Oregon State Highway contracts, numbers 4690, 4774 and 4796. In a longhand note on your copy, I asked you to hold up payments in connection with each of these jobs until the assignments were completed.

I have been in telephone conversation with the United Builders, Inc. today and it now appears that they will not go through with the assignment. Until further notice, therefore, will you please release monies earned in connection with these jobs as in the past; sending warrants directly to the United Builders, Inc. No assignments are involved. I will let you know if and when the United Builders should decide to proceed with the assignment.

Thanks a lot.

H. B. Glaisyer, Secretary

November 13, 1956

Mr. H. E. Rosendahl
Assistant Manager
Beaverton Branch
U.S. National Bank of Portland
Beaverton, Oregon

Dear Mr. Rosendahl:

Reference is made to your letter of November 9, 1956 pertaining to future payments to United Builders, Inc. of monies due them in connection with the following State Highway contracts:

4690, Dairy Creek Bridge
4774, Champoeg Creek Bridge
4796, widening 12th Street Bridge in Salem

I referred your letter to our Chief Auditor, Mr. C. H. Maison, thinking that what you had in mind was simply the mailing of future warrants to the bank. However, I am now informed that what you really had in mind was the assignment of the funds to the bank. Such being the case, it will be necessary for United Builders, Inc. to execute the Highway Commission's standard assignment form for each of these jobs. I have prepared for your convenience five copies of this form for each of the contracts in question. They should all be signed by the President and Secretary of the United Builders, Inc. and the corporate seal affixed thereto. The original and one copy of each assignment, both of which must be properly signed, are to be returned to this office for further handling. We will be glad to honor the assignment of the monies due in connection with each contract on the condition that we are furnished a letter from the surety on the performance bond in each instance, consenting to the assignment without prejudice to the bond. We prefer a separate letter from the surety for each contract. I wish to stress that we cannot accept an assignment unless it is accompanied by the surety's consent as stated.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

HBG:blm
cc: United Builders, Inc.
P.O. Box 211
Beaverton, Oregon

C.H. Maison (2)

Maison:- please hold up payments until
the assignments are completed
HBG

HEAD OFFICE

BEAVERTON BRANCH
**THE UNITED STATES NATIONAL BANK**
OF PORTLAND, OREGON

BEAVERTON, OREGON

November 9, 1956

Oregon State Highway Department
Salem, Oregon

Gentlemen:

Enclosed please find a letter of authority signed by Paul S. Taggart, Vice President, United Builders Inc. authorizing your to render payment for certain contracting jobs to the order of United Builders, Inc. and Beaverton Branch, United States National Bank of Portland.

Will you kindly acknowledge receipt of the authorization on the enclosed copy of the letter and return to this bank.

Thank you for your kind attention to this matter.

Very truly yours,

H. E. Rosendahl
Assistant Manager

Encls.
HER:cj

REFERRED
BY SECRETARY

RECEIVED
NOV 13 1956
OREGON
STATE HIGHWAY COMMISSION

ANSWERED
H. B. GLAISYER

RECEIVED
SEP 13 1956
FOR FILING

[illegible]

4796

September 18, 1956

United Builders, Inc.
P. O. Box 211
Beaverton, Oregon

Gentlemen:

We enclose herewith for your files a fully executed copy of contract No. 4796, which was awarded to you by the State Highway Commission on August 17, covering 12th Street Bridge widening on the Union Street-Bellevue Street Section of South 12th Street, Salem, in Marion County.

We are also sending a copy of this contract to the surety on your performance bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encl.

30-3310 Hatrock State Park Foreman's 1956
Cottage.
#4797

A

OREGON STATE HIGHWAY DEPARTMENT
(date)
April 9, 1957

| | | |
|---|---|---|
| (CONTRACT NO.) | (EST. NO.) | (CONTRACTOR) |
| 4797 | 5-Final | Sam L. Godwin |

| | | | |
|---|---|---|---|
| (VOUCHER NO.) | (WARRANT NO.) | (AMOUNT) | (DATE) |
| 7358 | H-177725 | $ 434.16 | 4/9/57 |

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

Ruth Rawlings
ACCOUNTING DIVISION

Specified completion Date: 80 Workdays from 8-30-56

Time Extensions: None

Completion Date: Jan. 3, 1957

Date Accepted: Jan. 22, 1957

Penalties: None of record

Claims: None of record

Remarks:

Date: 4-9-57

To the Accounting Division:

Release of the above warrant is hereby authorized

H B Glaisyer
H. B. Glaisyer
Secretary

Warrant Mailed: [illegible] 1957

Ruth Rawlings

NOTED ON CARD

RECEIVED
MAR 25 1957

FOR FILING
351
4797

March 22, 1957

CERTIFIED MAIL

United Pacific Insurance Co.
Fidelity & Surety Department
Medical Arts Bldg.
Tacoma 1, Washington

Gentlemen:

State Highway Contract No. 4797 for constructing the Hat Rock State Park Foreman's Cottage in Umatilla County was completed by the contractor, Sam L. Godwin, on January 3, 1957 and was formally accepted by the Highway Commission on January 22, 1957.

Final payment in the amount of $434.16 will be paid to the contractor on or after April 1, 1957. The total contract amount is $14,471.87 and no force account work was performed on the project.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: United Pacific Insurance Co.
Portland Branch Office
627 Board of Trade Bldg.
Portland 4, Oregon

NOTED ON CARD

RECEIVED
JAN [illegible] 1957
FOR FILING

2/

4797

January 18, 1957

CERTIFIED MAIL

United Pacific Insurance Company
Fidelity & Surety Department
Medical Arts Bldg.
Tacoma 1, Washington

Gentlemen:

The State Highway Commission is prepared to release semi-final payment to Sam L. Godwin in connection with contract No. 4797, for constructing the Hat Rock State Park Foreman's Cottage in Umatilla County. This payment, in the amount of 832.36, will be released to the contractor on or after January 28, 1957. The retained percentage is $434.16.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: United Pacific Insurance Co.
Portland Branch Office
627 Board of Trade Bldg.
Portland 4, Oregon

NOTED ON CARD

RECEIVED
SEP 18 1956
FOR FILING

30-3316

4797

September 18, 1956

Sam L. Godwin, Contractor
635 Park Street
Hermiston, Oregon

Dear Sir:

We enclose herewith for your files a fully executed copy of contract No. 4797, which was awarded to you by the State Highway Commission on August 30, covering Hat Rock State Park Foreman's Cottage in Umatilla County.

We are also sending a copy of this contract to the surety on your performance bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encl.

RECEIVED
AUG 21 1956
FOR FILING

[illegible]

[illegible]

A

August 20, 1956

Mr. Sam L. Colvin
625 Park Avenue
Pendleton, Oregon

Dear Mr. Colvin:

The State Highway Commission on August 17, 1956, awarded to you State Highway Contract No. [illegible] for construction of the Hatrock State Park Foreman's Cottage at Hatrock State Park in Umatilla County.

This award was based on your bid of $[illegible] which was the low bid submitted to the Commission on that day for this project. Contract forms will be sent to you for execution within the next few days.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

[illegible]:yp

cc: Messrs. Tom Edwards
S. H. Probert
R. C. Savage (SIAC)
F. M. Stephenson

31-1036 Ladd Canyon Slide Sec. of 1956
the Old Oregon Trail Hwy.
#4798

RECEIVED

**OREGON STATE HIGHWAY DEPARTMENT**

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
June 9, 1958

**SUBJECT:** Ladd Canyon Section
Old Oregon Trail Hwy.

**To:**

P. M. Stephenson
Assistant State Highway Engineer

Mr. A. F. Parson suggests that we include some rock production rock in our Ladd Canyon 0-11 job. The material will be needed for patching shoulders, and adding the requested 1600 cubic yards of 1/2"-1/4" and 2400 cubic yards of 1/4"-0 will result in a more realistic rock price on the job.

The oiling, alone, called for 7200 cubic yards of rock which is too small an amount to expect a good price on a rock set-up.

There is a surplus of funds in the Rock Production budget, ample to take care of the financing of the rock production as requested.

I. A. DeFrance
Maintenance Engineer

IAD:je

CC: A. F. Parson

**NOTED**
**P. M. STEPHENSON**

RECEIVED
JUN 7 1957
FOR FILING

W. C. Williams

June 4th, 1957

Ladd Canyon Slide
Contract #4798

# FINAL COST ANALYSIS
Slide Correction
Cartwright Construction Co., Contractor
R. R. Cameron, Resident Engineer

Old Oregon Trail
Prefix 31-1036

| Item | Quantity | Unit | Unit Bid | Unit Cost | Total Cost | Gross Revenue |
|---|---|---|---|---|---|---|
| Clearing & Grubbing | 100% | All | $3,000.00 | $2,745.68 | $ 2,745.65 | $ 3,000.00 |
| Drainage Excav., Unclass. | 311.13 | Cu. Yd. | 3.00 | 3.12 | 972.88 | 933.39 |
| General Excavation, Unclass. | 34,926.7 | " " | 1.00 | 0.86 | 30,083.46 | 34,926.70 |
| 6" Metal Drain Pipe | 167 | Lin. Ft. | 1.65 | 1.75 | 291.77 | 275.55 |
| 6" Perf. Metal Drain Pipe, Uncoated | 960 | " " | 1.55 | 1.44 | 1,387.64 | 1,488.00 |
| 8" Perf. Metal Drain Pipe, Uncoated | 394 | " " | 1.85 | 1.82 | 719.04 | 728.90 |
| 12" Perf. Metal Drain Pipe, Uncoated | 129 | " " | 4.00 | 3.53 | 455.29 | 516.00 |
| Special Backfill in Drains | 202.99 | Cu. Yd. | 5.00 | 4.47 | 909.17 | 1,014.95 |
| Selected Roadbed Topping | 2,848 | " " | 0.60 | 0.58 | 1,654.70 | 1,708.80 |
| Hauling " " | 11,392 | Yd. Mi. | 0.10 | 0.10 | 1,137.00 | 1,139.20 |
| 3/4"-0 Material in Leveling Course | 142.5 | Cu. Yd. | 4.00 | 4.05 | 577.63 | 570.00 |
| PA #1, Purchase Excess 6" Metal Drain Pipe, Uncoated | 64 | Lin. Ft. | 0.88 | 0.88 | 56.32 | 56.32 |
| PA #1, Purchase Excess 6" Metal Drain Pipe, Uncoated | 48 | " " | 0.83 | 0.83 | 39.84 | 39.84 |
| PA #1, Purchase Excess 8" Metal Drain Pipe, Uncoated | 160 | " " | 1.09 | 1.09 | 174.40 | 174.40 |
| PA #1, Purchase Excess 6" x 6" T, Coated | 1 | Each | 7.78 | 7.78 | 7.78 | 7.78 |
| PA #1, Purchase Excess 6" 90° Elbow, Coated | 1 | " | 6.90 | 6.90 | 6.90 | 6.90 |
| PA #1, Purchase Excess 6" 33° Elbow, Coated | 1 | " | 6.90 | 6.90 | 6.90 | 6.90 |
| PA #1, Purchase Excess 6" 57° Elbow, Coated | 1 | " | 9.54 | 9.54 | 9.54 | 9.54 |

| Item | Quantity | Unit | Unit Bid | Unit Cost | Total Cost | Gross Revenue |
|---|---|---|---|---|---|---|
| PA #1, Purchase Excess 6" Connecting Bands | 24 | Each | $1.02 | $1.02 | $ 24.48 | $ 24.48 |
| PA #1, Purchase Excess 8" Connecting Bands | 7 | " | 1.29 | 1.29 | 9.03 | 9.03 |
| PA #1, Purchase Excess 12" Connecting Bands | 1 | " | 1.94 | 1.94 | 1.94 | 1.94 |
| Force Account (State's Share of Flagging) | | | | | | 705.20 |
| Deduction: Liquidated Damages | | | | | | - 960.00 |
| | | | | | $41,976.59 | $46,383.82 |

| | |
|---|---|
| Total Revenue | $46,383.82 |
| Total Cost | 41,976.59 |
| Net Profit | $ 4,407.23 |

Net Profit Equals 9.5% of Gross Revenue

## Contract #4798
## Detail of Cost

| | | | | |
|---|---|---|---|---|
| **Labor:** | | | | |
| Labor and Supervision | | | $16,990.54 | |
| Labor Insurance | | | 1,276.28 | |
| | | | | $18,266.82 |
| **Equipment Rental & Misc. Supplies:** | | | | |
| Equipment Rental, Owned | | | $ 6,286.92 | |
| " " , Hired | | | 8,982.67 | |
| Gas, Oil & Grease | | | 3,382.77 | |
| Freight | | | 596.99 | |
| Bond | | | 361.34 | |
| Small Tools & Misc. Supplies | | | 318.11 | |
| Home Office & General Overhead | | | 583.69 | |
| | | | | 20,512.49 |
| **Materials:** | | | | |
| 6" Metal Drain Pipe | 231 Lin. Ft. | at $0.88 | 203.28 | |
| 6" Perf. Metal Drain Pipe, Uncoated | 1,008 " " | " 0.83 | 836.64 | |
| 8" Perf. Metal Drain Pipe, Uncoated | 554 " " | " 1.09 | 603.86 | |
| 12" Perf. Metal Drain Pipe, Uncoated | 120 " " | " 2.12 | 254.40 | |
| 6" x 6" T, Coated | 4 Each | " 7.78 | 31.12 | |
| 6" 90° Elbow | 4 " | " 6.90 | 27.60 | |
| 6" 33° " | 3 " | " 6.90 | 20.70 | |
| 6" 57° " | 3 " | " 9.54 | 28.62 | |
| 6" Connecting Bands | 88 " | " 1.02 | 89.76 | |
| 8" " " | 28 " | " 1.29 | 36.12 | |
| 12" " " | 8 " | " 1.94 | 15.52 | |
| 8" to 12" Reducer | 1 " | " 10.10 | 10.10 | |
| Special Backfill in Pipe Drains (3/8"-0 Cr. Mat'l., LaGrande Concrete Pipe Co.) | 41 Cu. Yd. F.O.B. Plant | " 2.60 | 106.60 | |
| Special Backfill in Pipe Drains (3/8"-0 Cr. Mat'l., LaGrande Concrete Pipe Co.) | 161.99 Cu. Yd. F.O.B. Ladd Canyon | " 4.00 | 647.96 | |
| 3/4"-0 Cr. Mat'l. for Leveling Course, LaGrande Pipe Co. | 142.5 Cu. Yd. F.O.B. Plant | at 2.00 | 285.00 | |
| | | | | 3,197.28 |
| Total Cost . . . . . . . . . . . . . . . . . . . . . . . . . | | | | $41,976.59 |

Remarks:

This was a "State Project" consisting of the excavation of 34,926.7 cubic yards of slide material and highway roadbed; the construction of selected roadbed topping, involving 2,348 cubic yards of selected gravel materials; and the construction of stone leveling course, involving 142.5 cubic yards of crushed material.

This project was originally bid and rejected as being too high July 13th, 1956 and then readvertised, bid and awarded August 17th, 1956. Work started September 12th, 1956 with 33 days remaining of the allotted 39 workdays for the project. The project was completed December 13th, 1956.

The time limit was overrun by 31 days and the contractor paid liquidated damages amounting to $960.00.

The contractor started clearing with a D-7 dozer and did about 20% of the clearing in two days. A D-4 Traxcavator was moved onto the project the following week. The contractor during this period was having a difficult time hiring the dump trucks that he needed.

Better progress was made during the fourth week as the contractor had been able to place more equipment on the job and began operating two 8-hour shifts.

From the sixth week on the contractor encountered adverse weather conditions which hampered progress somewhat. Partially dry excavated materials were difficult to load and unload.

Selected roadbed topping was obtained from State sources located 0.44 mile from Station 280+00 and the special backfill and 3/4"-0 crushed material was obtained from the LaGrande Concrete Pipe Co. of Island City.

Despite the difficulties encountered, the contractor made a good profit.

M. N. Juve
Chief Cost Analyst

By . . Gordon R. Hanson

OREGON STATE HIGHWAY DEPARTMENT
(date)
April 12, 1957

| | | |
|---|---|---|
| (CONTRACT NO.) | (EST. NO.) | (CONTRACTOR) |
| 4798 | 5 final | Cartwright Construction Company |

| | | | |
|---|---|---|---|
| (VOUCHER NO.) | (WARRANT NO.) | (AMOUNT) | (DATE) |
| 7532 | H 177899 | $ 1,391.51 | April 11, 1957 |

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

Doris Monckton
ACCOUNTING DIVISION

---

Specified completion Date: 39 Workdays from 9-1-56

Time Extensions: Liquidated Damages assessed for overrun

Completion Date: Dec. 13, 1956

Date Accepted: Jan. 22, 1957

Penalties: Liquidated Damages

Claims: None of record

Remarks:

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Date: 4-15-57

To the Accounting Division:

Release of the above warrant is hereby authorized

H. B. Glaisyer
Secretary

Warrant Mailed: APR 15 1957

Ruth Rawlings

NOTED ON CARD

em

RECEIVED
APR 1 - 1957
FOR FILING

31-1636

4798

April 1, 1957

CERTIFIED MAIL

United Pacific Insurance Co.
Fidelity & Surety Department
Medical Arts Bldg.
Tacoma 1, Washington

Gentlemen:

State Highway Contract No. 4798 for work performed on the Ladd Canyon Slide Section of the Old Oregon Trail Highway in Union County was completed by the contractor, Cartwright Construction Co., on December 13, 1956 and was formally accepted by the Highway Commission on January 22, 1957.

Final payment in the amount of $1,391.51 will be paid to the contractor on or after April 11, 1957. The total contract amount is $46,383.82, of which amount $705.20 represents force account items.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: United Pacific Insurance Co.
Portland Branch Office
627 Board of Trade Bldg.
Portland 4, Oregon

NOTED ON CARD

RECEIVED
MAR 25 1957
FOR FILING

[illegible]

4798

March 22, 1957

Cartwright Construction Co.
Durkee, Oregon

Attention: Mr. I. S. Cartwright

Gentlemen:

In response to your letter of March 19, we checked concerning final payment on Contract No. 4798 and found that it is ready to be mailed but is being held in our Accounting Division until they receive a check from you for services or materials which have been furnished. It may be that this matter has been taken care of as we understand that a letter from the Accounting Division concerning this bill was sent to you on March 20, 1957.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:fp

CARTWRIGHT CONSTRUCTION CO.
DURKEE, OREGON

March 19, 1957

Oregon State Highway Department
Salem, Oregon

Dear Sir:

At this writing, we have not recieved the final estimate for the Ladd Canyon Slide Project, contract # 4798.

If this is completed we would appreciate it,if it could be mailed soon.

Cartwright Construction Co.

I. S. Cartwright

REFERRED TO
BY SECRETARY

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STATE HIGHWAY COMMISSION

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February 11, 1957

Cartwright Construction Company
Durkee
Oregon

Attention Mr. J. L. Cartwright

Gentlemen:

We are in receipt of your request for an extension of time to complete the contract on the Ladd Canyon slide project, Contract No. 4798. I wish to advise that the Highway Commission, at its meeting on December 17, 1956, considered this request for an increase in the number of work days and, in view of the facts and circumstances, decided that an increase in the number of work days specified for the completion of work without assessment of liquidated damages was not warranted.

In this more recent request you have cited as reasons for an increase in the number of work days bad weather conditions and breakage of equipment. In this regard, I wish to call your attention to the section of the special provisions titled "Time for Completion of Work and Liquidated Damages". Under this provision a work day count was submitted to you each week based upon a work day as defined in the special provisions. I find that you did not object to this work day count at any time.

In regard to your claim for increase in time because of breakage of equipment, I refer you to the paragraph entitled "Increase in Time for Performance of Contract". This specification takes cognizance of only the following reasons which would justify the increase in the number of work days specified without liquidated damages:

(1) Suspension of work and delays occasioned by changes or errors in the plans or specifications.

(2) Failure of the State, its representatives and its other contractors to act promptly in carrying out its obligations and duties.

(3) Failure of the State to submit the contract and bond to the contractor for execution within twenty (20) days of the date of receiving bids. Obviously, the reasons given in your request for an extension do not fit in any of these categories.

In view of the above, I do not feel that I can refer this to the Highway Commission for further consideration as all of the salient facts were known and considered in making the original decision.

Very truly yours,

W. C. Williams
State Highway Engineer

cc Mr. Forrest Cooper
Mr. Tom Edwards

LHY:jc fn

FORM E-30X—80M—11-55—90225

## OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Le Grande, Oregon
January 31, 1957

SUBJECT: Request for Extension of Time
Ladd Canyon Slide Section
Old Oregon Trail Highway
Contract No. 4798

To:

Mr. Tom Edwards
Construction Engineer
Salem

We are submitting herewith Contractor Request for Extension of Time to Complete Construction Contract on the Ladd Canyon Slide Section, Old Oregon Trail Highway, Contract No. 4798, in Union County.

For reasons as stated in previous correspondence in regard to this matter, we are recommending that the contractor be assessed liquidated damages for the overrun in time length, in the amount of six days, as per terms of the contract.

E G Bickmore
E. G. Bickmore
Ass't Division Engineer

EGB:js

CONSTRUCTION DIVISION
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CE ACE ACE COE

Form E-320 3M -9-54

OREGON STATE HIGHWAY COMMISSION

# Contractors Request for Extension of Time to Complete Construction Contract

Oregon State Highway Commission,
Salem, Oregon.

Date December 13, 1956

Gentlemen:

We, the undersigned, respectfully request an extension of 6 working days ~~days time, from~~ ~~19......, to ......, 19......~~, within which to complete our Contract No. 4798, described as follows:

Grading and topping, Ladd Canyon Slide, Old Oregon Trail, Union County.

The above request is based upon the following reasons:

Bad weather conditions and breakage of equiptment.

Respectfully submitted,

Cartwright Construction Co.
Contractor

By L. L. Cartwright

---

## CONSENT OF SURETY

Date December 17, 1956

We, UNITED PACIFIC INSURANCE COMPANY, as surety on the bond guaranteeing the completion of the contract above named and listed, hereby join in and consent to said request for extension of time, and hereby agree to remain fully bound as surety in all respects as if the latest extended date hereinabove stated had been stipulated in the original agreement.

R. L. Petherick
R. L. Petherick Attorney-in-fact

R C Frisbie
R. C. Frisbie Resident Agent

(SEAL)

State Printing 78755

OREGON STATE HIGHWAY COMMISSION

# Engineers Recommendation Regarding Contractors Request

FOR

# Extension of Time to Complete Contract

Investigation has been completed regarding the request (see reverse side) for an extension of time within which to complete the following project:

Contract No. 4798 Contractor Cartwright Construction Co.

Highway Old Oregon Trail

Section Ladd Canyon Slide

Kind of Work Grading & Topping

It is recommended that such extension be granted as requested under the following terms and conditions:

Contractor be assessed liquid damages in accordance with the contract.

Recommended for Approval:

E. G. Bickmore
Asst. Division Engineer

Construction Engineer or Bridge Engineer

State Highway Engineer

Contract No. 4798

Project designation State
State—Federal

Date awarded August 17, 1956

Work started September 12, 1956

Per cent completed 100% December 13, 1956
Date

Specified completion date 39 working days begin Sept. 1, 1956

Previously extended to 49 working days

Extension requested to 55 working days

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January 21, 1957

CERTIFIED MAIL

United Pacific Insurance Co.
Fidelity & Surety Department
Medical Arts Bldg.
Tacoma 1, Washington

Gentlemen:

The State Highway Commission is prepared to release semi-final payment to Cartwright Construction Company in connection with contract No. 4798, covering the Ladd Canyon Slide Section of the Old Oregon Trail Highway in Union County. This payment in the amount of $3,783.60 will be released to the contractor on or after January 31, 1957. The retained percentage is $1,391.51.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: United Pacific Insurance Co.
Portland Branch Office
627 Board of Trade Bldg.
Portland 4, Oregon

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12-28-56

4798

December 27, 1956

Cartwright Construction Co.

Durkee, Oregon

Gentlemen:

The State Highway Commission at its meeting held on December 17 had under discussion your request for an increase, without assessment of liquidated damages, in the number of workdays specified for completion of the work provided for in Contract No. 4798 on the Ladd Canyon Slide Section of the Old Oregon Trail Highway in Union County.

A complete report concerning the matter was presented to the Highway Commission by the State Highway Engineer, and the Commission considered your request in light of all of the facts and circumstances disclosed in the report and in your request. After carefully reviewing all available information, the Highway Commission concluded that an increase in the number of workdays specified for the completion of the work, without assessment of liquidated damages, was not warranted, and therefore denied your request.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: A. F. Parson,
Division Engineer

Robert P. Cameron,
Resident Engineer

Tom Edwards,
Construction Engineer

Form E-1—10M—6-56

FINAL REPORT

OREGON STATE HIGHWAY DEPARTMENT

31-1036

# Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending December 14, 1956

| | | | |
|---|---|---|---|
| Section | Ladd Canyon Slide | Kind of work | Grading & Topping |
| Highway | Old Oregon Trail | Section prefix | 31-1036 |
| Contractor | Cartwright Const. Co. | Contract number | 4798 |
| Date of contract | August 17, 1956 | Date of completion | 39 days, Begin Sept 1, 1956 |
| Date work started | September 12, 1956, 19 | Estimated date of completion | December 13, 1956 |
| Project authorization | $54,625.50 | Per cent of time elapsed | Expired % |
| Exclusive of Engineering | $50,741.02 | | |

Estimated cost of completed project, exclusive of engineering $52,000.00

Estimated per cent overrun or ~~underrun~~ 2.5 %

Per cent of contract completed, based on total contract price 100 %

Engineering authorization $3,884.48

Engineering cost to date $ ~~6,300~~ 6,300, 162 %

Date project was completed December 13, 1956

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Contractor completed clearing and clean-up work on Thursday of this week. Semi-Final estimate will be sent in as soon as final bills for flagging time are received from the contractor. This will be the final report on this project.

NOTED
L. H. Young

RECEIVED
[illegible]
OFFICE OF
CONS[illegible]

NOTED
D. J. BARBEE

Signed Cameron

Address Baker

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

NOTED
C. E. PAULSEN

State Printing 95633

|  | GRADING | SURFACING | MAINTENANCE MATERIALS | OIL AND BITUMINOUS MACADAM | PAVING |
|---|---|---|---|---|---|
| Miles in project | 1.6 | 0.05 |  |  |  |
| Miles partially completed |  |  |  |  |  |
| Miles completed | 1.6 | 0.05 |  |  |  |
| Total estimated quantities (contract) | 28,200 | 5,000 |  |  |  |
| Total quantities corrected to date | 35,000 | 2850 |  |  |  |
| Estimated quantities moved or placed to date | 35,000 | 2850 |  |  |  |
| Average daily quantities | 0 | 0 |  |  |  |
| Average daily quantities necessary to complete project on time | Project completed |  |  |  |  |
| Number shifts per day | 1 |  |  |  |  |
| Hours per shift | 9 |  |  |  |  |
| Average force on project for week | 4 |  |  |  |  |

Men 2

Supervision 2

Men and trucks under 3 tons

Men and trucks over 3 tons

Men and tractors

Equipment used during week: Shovels ........., Power graders 1, Rollers ........., Mixers ........., Crushing or screening plants .........

Compressors ..........., Bulldozers 1, Compaction rollers ..........., . . . . ..........., . . . . ..........., . . . . ...........

|  | WEATHER | HRS. DELAY | CAUSE OF DELAY |
|---|---|---|---|
| Sunday |  |  |  |
| Monday | Rain |  |  |
| Tuesday | Rain |  |  |
| Wednesday | Rain |  |  |
| Thursday | Cloudy |  |  |
| Friday | Fair |  |  |
| Saturday |  |  |  |

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4798

November 16, 1956

Oregon State Highway Commission

Request for extension of time
No. 3
December 17 and 18 meeting

Gentlemen:

The Cartwright Construction Company, which is repairing the Ladd Canyon Slide (Contract No. 4798), has requested an extension of time in which to complete the work.

This contract carries the fixed and liquidated damage clause. The contractor was given 39 working days in which to complete the job. It now appears that he will need an additional 10 days. A study of the job does not indicate any extenuating circumstances that would justify waiving of the damage clause of $60 a day.

It is my recommendation that the extension be granted and the liquidated damage be collected.

Very truly yours,

W. C. Williams
State Highway Engineer

Encl.

cc Mr. Tom Edwards

FC:me fn

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NOV 16 1956
FOR FILING

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[illegible]

Salem, Oregon
November 15, 1956

Request for extension
of time, Ladd Canyon Slide,
Contract No. 4798

Mr. Tom Edwards
Construction Engineer

I am approving your recommendation that fixed and liquidated damages of $60 a day be assessed on Contract No. 4798, Cartwright Construction Company, Ladd Canyon Slide.

There appear to be no extenuating circumstances, and I note in your letter that you state, "It is anticipated that the contract bid item will be substantially the same as represented in the contract." The purpose of this letter is to inform you to see that this turns out to be correct. I suggest that you notify the field to make every effort to conform to the contract items.

Forrest Cooper
Deputy State Highway Engineer

FC:me

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[illegible] 1956
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31-1036

4798

Salem, Oregon
October 10th, 1956

Ladd Canyon Slide Section
Old Oregon Trail Highway
Contract No. 4798

Mr. A. F. Parson
Division Engineer
State Highway Department
LaGrande, Oregon

Reference is made to Laboratory Report No. 403892, dated October 5th, 1956, showing an excess of 6.8 percent of the material passing the #100 sieve for the special backfill in drains being used by the Cartwright Construction Co. In order to maintain permanent permeability, it is important in backfill material that the gradation specified in Section 32, page 132 of the Standard Specifications be complied with. It appears as if a lower portion of the stockpile where fines have accumulated is being used.

Will you please instruct the resident engineer to use, as backfill material, only that part of the stockpile that is free of excess fines.

Also, please have him resubmit samples of cleaner material he is using for special backfill in drains.

Tom Edwards
Construction Engineer

By L. H. Young
L. H. Young
Ass't. Construction Engineer

LHY/WCH:AR

cc to: Forrest Cooper
Ray Webber

NOTED
FORREST COOPER

RECEIVED
OCT 10 1956
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
SEP 26 1956
FOR FILING

September 25, 1956

Cartwright Construction Co.
Durkee
Oregon

Gentlemen:

We enclose herewith for your files a fully executed copy of contract No. 4798, which was awarded to you by the State Highway Commission on August 17, covering the Ladd Canyon Slide Section of the Old Oregon Trail Highway in Union County.

We are also sending a copy of this contract to the surety on your performance bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encl.

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FOR FILING

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|---|
| 31-[illegible]-3[illegible] |
| |
| 771 |

August 20, 1956

Cartwright Construction Co.
[illegible], Oregon

Gentlemen:

The State Highway Commission on August 17, 1956, awarded to you State Highway Contract No. [illegible] for grading and topping the Ladd Canyon Slide Section of the Old Oregon Trail Highway in Union County.

This award was based on your bid of $[illegible]3,056.00 which was the low bid submitted to the Commission on that day for this project. Contract forms will be sent to you for execution within the next few days.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

[illegible]:pp

cc: Messrs. Tom Edwards
G. W. Probert
R. G. Savage, SIAC

COMMISSIONERS
[illegible] CHAIRMAN
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE
M [illegible] VER [illegible]
PORTLAND

R. H. BALDOCK
STATE HIGHWAY ENGINEER
C. W. ENFIELD
CHIEF COUNSEL
H. B. GLAISYER
SECRETARY

OREGON STATE HIGHWAY COMMISSION
OFFICE OF CHAS. H. REYNOLDS
P O BOX 898
LA GRANDE, OREGON

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AUG 21 1956
FOR FILING

31 1132

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REFERRED TO
Cooper
BY DEPUTY STATE HIGHWAY ENGINEER

August 9, 1956

file

Mr. W. C. Williams
Deputy State Highway Engineer
Salem, Oregon

Dear Mr. Williams:

At our last meeting bids were received for the Ladd Canyon slide correction but were all rejected. They are now called again for the next meeting.

I drove over this the other day and I must say that it is very embarrasing and humiliating to have such a condition exist on a highway of this character. Also, many personal comments have been made to me regarding the condition, and therefore, if the bids are too high at the next meeting, I would like very much to see that immediate correction is made by State forces in order that the work be completed before the winter weather.

Very truly yours,

Chas H Reynolds
Commissioner

CHR:bd

No further action

NOTED
[illegible]

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AUG 14 1956
OFFICE OF
CONSTRUCTION ENGINEER

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AUG 13 1956
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
MAY 17 1956
FOR FILING

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HC-2

May 17, 1956

Oregon State Highway Commission

Gentlemen:

Ever since opening of the new section of US30 over the Ladd Canyon route, we have been troubled with a rather bad slide condition, which continually distorts the pavement. In spite of corrective measures, the aggravation continues, and it is a hazard to traffic on this high-speed highway.

We have made extensive studies and surveys and are of the belief that, by unloading the slide (meaning the removal of a considerable amount of material in the slide area) and by the installation of a considerable amount of perforated metal drain pipe, we can cure the slide. The estimated cost for the drain pipe, unloading of the slide area, placement of necessary drain tile, and reconstruction of the surfacing and paving, will cost $30,000.

This matter will be on the next agenda, and I recommend that you authorize calling for bids at the July meeting for the correction of this condition. It will be necessary to finance this project from state funds, which must necessarily come from the unallocated balance.

Very truly yours,

R. H. Baldock
State Highway Engineer

cc Mr. Forrest Cooper
Mr. S. H. Probert
Mr. C. H. Maison

WCW:me fn

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FORM 230—50M—2-55—62966

**OREGON STATE HIGHWAY DEPARTMENT**

**INTER-DEPARTMENT CORRESPONDENCE**

Salem, Oregon
May 14th, 1956

**SUBJECT:** Ladd Canyon Slide
Old Oregon Trail

To: Mr. W. C. Williams
Deputy State Highway Engineer
Office

NOTED
W. C. WILLIAMS

There has been a job submitted from the field for the correction of the Ladd Canyon slide. There have been no funds provided for this work; however, I am informed that Mr. Baldock requested the job be worked up and submitted.

The work proposed is essentially that of unloading the slide area. The estimate of cost for this with repair of the highway roadbed surfacing is $55,000. I recommend that this be submitted to the Highway Commission for their approval at the next meeting.

I am sending the plans in to the Design Section for putting in shape for contracting.

Forrest Cooper
Construction Engineer

By L. H. Young
L. H. Young
Ass't. Construction Engineer

LHY:AR

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MAY 1 [illegible] 1956
OFFICE OF
STATE HIGHWAY ENGINEER

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FOR FILING

31-1036

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# OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
May 2nd, 1956

SUBJECT: Ladd Canyon Slide

To: Mr. A. F. Parson
Division Engineer
State Highway Department
LaGrande, Oregon

NOTED
W. C. WILLIAMS

Please immediately prepare plans and specifications for correction of the Ladd Canyon Slide.

It is the desire of tne Highway Commission to contract this work in the immediate future; therefore, please expedite.

Forrest Cooper
Forrest Cooper
Construction Engineer

FC:AR

cc to: W. C. Williams

RECEIVED
MAY 2 1956
OFFICE OF
STATE HIGHWAY ENGINEER

34-1607 Traffic Signal Installations 1956
at the intersections of Scholls
#4799 Ferry Rd. and Oleson Rd.

files

OREGON STATE HIGHWAY DEPARTMENT
(date)
August 21, 1957

| | | | |
|---|---|---|---|
| (CONTRACT NO.) | (EST. NO.) | (CONTRACTOR) | |
| 4799 | 4-Final | Trowbridge Electric Company | |
| (VOUCHER NO.) 4799 | (WARRANT NO.) | (AMOUNT) | (DATE) |
| 19474 | H190049 | $2,873.70 | August 21, 1957 |

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

Gertrude Chipweske
ACCOUNTING DIVISION

---

Specified completion Date: **120 workdays from 8-30-56**

Time Extensions: **None**

Completion Date: **July 30, 1957**

Date Accepted: **Aug. 8, 1957**

Penalties: **None of record**

Claims: **None of record**

Remarks:

---

Date: **August 26, 1957**

To the Accounting Division:

Release of the above warrant is hereby authorized

H. B. Glaisyer
Secretary

Warrant Mailed:

AUG 26 1957

RECEIVED
AUG 16 1957
FOR FILING

4799

August 15, 1957

CERTIFIED MAIL

Saint Paul-Mercury Indemnity Co.
Northwest Branch Office
200 Mills Bldg.
San Francisco 6, Calif.

Gentlemen:

State Highway Contract No. 4799 for traffic signal on the Scholls Ferry Road-Olsson Road Section of the Beaverton-Hillsdale Highway in Washington County was completed by the contractor, Trowbridge Electric Co., on July 30, 1957 and was formally accepted by the Highway Commission on Aug. 8, 1957.

Final payment in the amount of $2,873.70 will be released to the contractor on or after August 26, 1957. The total contract amount is $18,683.70, and no force account work was performed on the project.

The State is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the State assumes no responsibility for such claims should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

em

cc: Ken Bailey Insurance Agency
Pacific Bldg.
Roseburg, Oregon

NOTED ON CAR

FORM E-123 25M REVISED

COMMISSIONERS
BEN R. CHANDLER, CHAIRMAN
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE
M. K. Mc IVER, MEMBER
PORTLAND
H. B. GLAISYER
SECRETARY

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

W. C. WILLIAMS
STATE HIGHWAY ENGINEER
FORREST COOPER
DEPUTY STATE HWY. ENGR.
C. W. ENFIELD
CHIEF COUNSEL

RECEIVED
NOV 14 1956
FOR FILING
31-1621

4131

November 2, 1956

Mr. H. H. Nash
6075 S. W. Arrow Wood Lane
Portland, Oregon

Dear Mr. Nash:

This will acknowledge your letter of October 26, last, regards status of signal installation as has been approved for the Beaverton-Hillsdale, Scholls Ferry and Oleson Roads intersection.

Please be advised that the contract for this installation has been let and the contractor has indicated that he will start work in about a week and it will probably take two to three weeks to complete the installation.

Very truly yours,

G. S. Paxson
Assistant State Highway Engineer

By Crandall
E. B. Crandall
Traffic Engineer

bc: Mr. G. S. Paxson (Attachment)

NOTED
G. S. PAXSON

RECEIVED
NOV 2 1956
OFFICE OF
STATE HIGHWAY ENGINEER

Portland, Oregon
October 26, 1956

**Mr. F. B. Crandall, Traffic Engr.**
State Highway Department
State Highway Bldg.
Salem, Oregon

Dear Sir:

As you perhaps already know, there is a terribly bad intersection in Washington County where Bertha-Beaverton, Scholls Ferry and Olson Roads intersect.

It is our understanding that money has been appropriated for a signal to be installed at this intersection, but what we would like to know is when they are going to install it.

Traffic has become quite heavy at this intersection and as the days get shorter and the mornings are darker, this intersection is going to become more hazardous.

Please see that we get some action.

Yours very truly,

7925 S. W. 84th Ave.

6075 S. W. Arrow Wood Lane

7925 S. W. 84th Ave.

5505 S. W. 67th Ave.

6229 S. W. 47th Ave.

Oleson Road

Sherwood, Oregon

10400 S. W. Allen Ave.

[redacted]

**Please address any answer to H. H. Nash**

**at above address.**

RECEIVED
OCT 9 1956
FOR FILING

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4799

October 9, 1956

Miss Adele M. Fenton
c/o Dooly & Company
312 Board of Trade Building
Portland 4, Oregon

Dear Miss Fenton:

With reference to your letter to Mr. Sig Unander, I am happy to advise you that the signalization of the intersection of the Scholls Ferry Road and the Beaverton-Hillsdale Highway is already under way. Contract for this work was awarded on August 17, 1956, and 120 working days from the time of award was allowed for the completion of the project. Much of the equipment for traffic signalization is especially made, and it takes some little time to get the equipment after the contract is let. We are advised that the contractor is now receiving this equipment and expects to start the actual installation in about two weeks.

I am sorry that our Division Office in Milwaukie did not understand your inquiry and that you were given erroneous advice in the matter.

We appreciate your interest in the matter and assure you that we are doing everything possible to make the highways as safe as they can be made.

Very truly yours,

W. C. Williams
State Highway Engineer

cc Mr. Sig Unander
Mr. Forrest Cooper
Mr. F. B. Crandall
Mr. A. C. Skelton
Mr. A. C. Huntley

GSP:gm fn

1859

STATE OF OREGON
TREASURY DEPARTMENT
SALEM

SIG UNANDER
STATE TREASURER

October 3, 1956.

Personal.

Mr. W. C. Williams,
State Highway Engineer,
Salem, Oregon.

Dear Mr. Williams:

I should be very grateful if you would be kind enough to look into the matter which is the subject of the attached letter to me, under date of September twenty-eighth, from Miss Adele M. Fenton, of Dooly & Co., Portland.

Miss Fenton holds a most important position with Dooly & Co., who are, I believe, the largest insurance people in the state. She is a very fine person, and any consideration that can be given in this matter will be appreciated by all hands.

I just returned from a quick trip to southern Oregon, and the work you are doing makes my mouth water. I remember when my grandfather made the statement that some day we would drive from Portland to San Francisco without shifting gears. After that remark, he was laughed out of town, but not off the Commission! I do wish he were here to see the work and the organization of the Commission.

Sincerely yours,

Sig Unander

P.S. Miss Fenton is chief Claims officer at Dooly and Co. and you waste no time when you listen to her point of view.
S.

Enclosure

---

PS hope you are fine and if you need anyone to make calls before the election please let me know. AF

September 28, 1956
312 Board of Trade Bldg.
Portland, Oregon

COPY

Mr. Sidfrid B. Unander
State Capitol
Salem, Oregon

Dear Mr. Unander:

I hate very much to bother you at this time of the year, with an election coming up and all, but I felt you might be the one to give me a little assistance on a matter of importance to the people who live in and around the Raleigh Hills District.

Recently the State Highway Department made some extensions to the Beaverton-Hillsdale Highway at the intersection of Scholls Ferry Road. They did a beautiful job, but one thing was neglected - - - some kind of adequate traffic signals! We travel this route each day to and from work and this morning we saw three "almost Accidents" because of the inadequate traffic controls.

I stopped at the Sylvan Maintance Station and they said that the petiton had gone in, but it would probably take until next year before the traffic lights are up. Being quite upset about the whole affair, I then called the State Highway Department on the East Side, when I got to the office, and they said the petition will not come up before the Commission until the latter part of October, and then the contracts had to be given and it sometimes takes anywhere from three to four months to get the work done.

There is a smaller intersection at Ohlson Road and Beaverton Highway (about a block from the main one) that has already been approved and it seems quite senseless to me not to get the larger job done first.

As you can no doubt tell, I'm most upset about this as it is worth your life to cross that intersection and looking at it from a strictly Claims viewpoint there are going to be some very serious accidents at said intersection unless immediate action is taken for proper traffic control.

If you have a moment to put this letter in the proper hands, or at least let me know to whom I can write, I'd be in your debt. Best regards,

* * *

/s/ Adele M. Fenton

Adele M. Fenton
c/o Dooly & Co.
312 Board of Trade Bldg.,
Portland 4, Oregon

Aug 17, 1956

120 working days

[illegible]

PS Hope you are fine and if you need anyone to make calls before the election please let me know. AF

RECEIVED
SEP 12 1956
FOR FILING

34-A

4799

September 11, 1956

Trowbridge Electric Company
622 S.E. Jackson St.
Roseburg, Oregon

Gentlemen:

We enclose herewith for your files two fully executed copies of contracts awarded to you by the State Highway Commission on August 17, as follows:

Contract No. 4795, covering Olds Ferry-Ontario Illumination Installations on the Old Oregon Trail Highway in Malheur County.

Contract No. 4799, for traffic signal installation on Scholls Ferry Road-Oleson Road Section of the Beaverton-Hillsdale Highway in Washington County.

We are also sending a copy of this contract to the surety on your performance bonds.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encls.

RECEIVED
AUG 21 1956
FOR FILING

34-1607

4111

August 20, 1956

[illegible] Electric Co.
622 Southeast Jackson
Roseburg, Oregon

Gentlemen:

The State Highway Commission on August 17, 1956, awarded to you State Highway Contract No. [illegible] for traffic signal installations at the intersections of Scholls Ferry Road and Oleson Road with the Beaverton-Hillsdale Highway in Washington County.

This award was based on your bid of $[illegible] which was the low bid submitted to the Commission on that day for this project. Contract forms will be sent to you for execution within the next few days.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

[illegible]

cc: Messrs. Tom Edwards
S. H. Probert
R. C. Savage (STAC)
F. H. Stephenson

RECEIVED
JUN 28 1956
FOR FILING

Cross Referenced To:
Signal
Traffic &
channel

June 15, 1956

Mr. Aaron M. Frank
621 S. W. Fifth Avenue
Portland 4, Oregon

Dear Mr. Frank:

On May 8, 1956 you directed a communication to Mr. R. H. Baldock, State Highway Engineer, in which you called to his attention a dangerous condition that exists at the intersection of the Bertha-Beaverton Highway with Oleson Road. You suggested that the installation of traffic signals would prevent accidents at this point.

Mr. Baldock had an investigation made of the conditions existing at this point and at the intersection of the Scholls Ferry Highway immediately adjacent thereto. He reported the findings to the State Highway Commission at its meeting on June 4, 1956. He pointed out that the signalization of these two intersections is not the complete solution of the problem, but it would help conditions. He recommended the installation of two fully actuated, interconnected, three-phase traffic signals at an estimated cost of $23,000, with incidental channelization and other work which is estimated to cost $2,000, for a total expenditure of $25,000. You will be pleased to know that the Highway Commission adopted his recommendation and authorized him to proceed with the improvement.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

HBG:blm

cc: F. B. Crandall

RECEIVED
MAY 31 1956
FOR FILING

Cross Referenced To:
Maint
Traffic Engg
Channel-
Files

May 31, 1956

Oregon State Highway Commission

Gentlemen:

We have received a request from Aaron M. Frank to study traffic conditions at the intersection of Oleson Road and the Beaverton-Hillsdale Highway south of Portland. His specific request was for the installation of a traffic signal. I have requested the Traffic Engineer to investigate conditions at this location and in the course of his investigation, the intersection of the Scholls Ferry Highway immediately adjacent to Oleson Road was also included.

Conditions at this location have become worse in the past year and future growth in this area will continue to aggravate traffic congestions not only on the Beaverton-Hillsdale Highway but on the Scholls Ferry Highway and Oleson Road. Traffic counts taken during the week of May 21 showed that there were a total of approximately 10,000 vehicles per day entering the intersection of OR#10 and Oleson Road, and approximately 15,000 vehicles per day entering the intersection of OR#10 and the Scholls Ferry Highway. Applying these traffic volumes to minimum acceptable standard warrants, it is found that the warrants at both intersections are exceeded with respect to total volume and interruption of continuous traffic flow.

Although signalization of these two intersections is not the complete answer, it will help conditions and I recommend to you the installation of two fully-actuated, interconnected, three-phase traffic signals at an estimated cost of $23,000, with incidental channelization and other work estimated at $2,000 for a total expenditure of $25,000. This work can be charged to 1956 Minor Betterment Funds for Traffic Signal and Channelization Projects to be Selected.

Very truly yours,

W. C. Williams
Deputy State Highway Engineer

cc Mr. F. B. Crandall

JAH:ng fn

FORM [illegible] 2-52

COMMISSIONERS
BEN R. CHANDLER, CHAIRMAN
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE
M. K. McIVER, MEMBER
PORTLAND
H. B. GLAISYER
SECRETARY

OREGON
STATE HIGHWAY DEPARTMENT
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
W. C. WILLIAMS
1ST ASST. STATE HWY. ENGR.
W. W. STIFFLER
2ND ASST. STATE HWY. ENGR.
C. W. ENFIELD
CHIEF COUNSEL

May 15, 1956

NOTED
W. C. WILLIAMS

Mr. Aaron M. Frank
621 SW Fifth Avenue
Portland 4, Oregon

Dear Mr. Frank:

Your letter of May 8 to Mr. R. H. Baldock has been referred to the Traffic Engineer for investigation and report.

I wish to advise that we are proceeding with an investigation of this request for a traffic study on the Beaverton-Hillsdale Highway at Oleson Road, and as soon as this report has been completed Mr. Baldock will communicate with you further.

Very truly yours,

G. S. Paxson
Assistant State Highway Engineer

By

J. Al. Head
Assistant Traffic Engineer

bc: W. C. Williams - re: Assignment No. 6518
V. P. Johnson - to proceed with investigation.

JAH:njs

Note — Saw Mr. Williams 5/22 & he advised me to proceed as scheduled.
5/22

RECEIVED
[illegible] 1 1956
TRAFFIC ENGINEER

REFERRED TO
Mr. Head
By State Highway Engineer

RECEIVED
MAY 15 1956
OFFICE OF
STATE HIGHWAY ENGINEER

NOTED
L. E. GEORGE

Please see
me about this.

## ASSIGNMENT

Date: May 9, 1956 No. 6518 By uvw

Description: Letter of May 8 by Aaron M. Frank, Portland, calling attention to intersection which he deems hazardous--at point where Oleson Road crosses Bertha-Beaverton Hwy. adjacent to Scholls Ferry Road. ✓

Acknowledged by_____ Referred to Crandall

__Investigate and report with recommendation
__Such action as necessary and report
__Comment or recommendation
XX Return with rough draft of reply
__Prepare reply for signature of Mr._______
__Contact correspondent and report

Remarks:

PLEASE RETURN TO
W. C. WILLIAMS

Executed 5-31-56 Report Received________

---

FRANK
AVENUE
OREGON

RECEIVED
MAY 9 1956
OFFICE OF
STATE HIGHWAY ENGINEER

May 8, 1956

NOTED
W. C. WILLIAMS

an intersection which I deem ex-
t of the roads which are just being
fic on the roads at the intersection
ous. I inquired at the Sylvan
whether or not any provision had
swered me in the negative and that

located at the point where Oleson
way; and Scholls Ferry Road is
son Road crosses Bertha-Beaverton
averton Highway, of course,
roads to the east and west joining
crossing of Oleson Road makes it
practically impossible at times to cross the road and the tremendous growth of the Valley, along with the widening of the Bertha-Beaverton road will make it like a throughway. No doubt some stop and go light signals would save many accidents.

If under your regulations Washington County would have to participate in such a signal lighting, I, along with a number of other Valley residents, will be glad to cooperate with the County Judge and Washington County authorities to be of any help you might suggest.

You may be assured not only of my personal appreciation but that of many of the residents of the Valley with whom I have spoken. Trust this finds you and your dear ones in the best of health, and with kindest regards, I am

Sincerely,

AMF H

PLEASE RETURN TO
W. C. WILLIAMS

RECEIVED
MAY 9 1956
TRAFFIC ENGINEER

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rom
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AARON M. FRANK
621 S. W. FIFTH AVENUE
PORTLAND 4, OREGON

RECEIVED
MAY 9 1956
OFFICE OF
STATE HIGHWAY ENGINEER

May 8, 1956

Mr. R. H. Baldock
State Highway Department
Salem, Oregon

NOTED
W. C. WILLIAMS

Dear Mr. Baldock:

May I call your attention to an intersection which I deem extremely dangerous, and the improvement of the roads which are just being completed, along with the additional traffic on the roads at the intersection will no doubt make conditions more serious. I inquired at the Sylvan office of the Highway Commission as to whether or not any provision had been made for this crossing and they answered me in the negative and that is the reason I am writing to you.

The intersection I refer to is located at the point where Oleson Road crosses the Bertha-Beaverton Highway; and Scholls Ferry Road is adjacent thereto. As you know, the Oleson Road crosses Bertha-Beaverton Highway north and south - the Bertha-Beaverton Highway, of course, running directly east and west. The two roads to the east and west joining the Bertha-Beaverton Highway near the crossing of Oleson Road makes it practically impossible at times to cross the road and the tremendous growth of the Valley, along with the widening of the Bertha-Beaverton road will make it like a throughway. No doubt some stop and go light signals would save many accidents.

If under your regulations Washington County would have to participate in such a signal lighting, I, along with a number of other Valley residents, will be glad to cooperate with the County Judge and Washington County authorities to be of any help you might suggest.

You may be assured not only of my personal appreciation but that of many of the residents of the Valley with whom I have spoken. Trust this finds you and your dear ones in the best of health, and with kindest regards, I am

Sincerely,

Aaron M Frank

AMF H

PLEASE RETURN TO
W. C. WILLIAMS

RECEIVED
MAY 9 1956
TRAFFIC ENGINEER

P. S. When the new Portland Municipal Golf links are opened at Progress that will greatly add to the present traffic on the above mention arteries. Of course you know about the shopping center, gas stations and the Portland Golf Club, all adjacent to this intersection.

RECEIVED
MAY 9 1956
OFFICE OF
STATE HIGHWAY ENGINEER

OREGON STATE HIGHWAY DEPARTMENT
Traffic Engineering Division
May, 1956

# INVESTIGATION OF WARRANT FOR TRAFFIC SIGNALS
Beaverton-Hillsdale Highway (ORE10) at
Oleson Rd. & Scholls Ferry Rd. (ORE210)
East of Beaverton
ORE10 - Hwy. No. 40 - M.P. 3.51 & 3.57

## Recommendation:

As a result of this investigation, the following recommendations are made:

1. A fully actuated, interconnected, three phase traffic signal be installed on the Beaverton-Hillsdale Highway (ORE10) at each of the following intersections at a total estimated cost of $23,000:

| Intersection | Estimated Cost |
|---|---|
| ORE10 and Scholls Ferry Rd. (ORE210) | $ 12,000 |
| ORE10 and Oleson Road | 11,000 |

2. Additional channelization and lane lines be provided at both intersections, as shown on the attached condition diagram at an estimated cost of $2000.

## Historical Background:

In September, 1949, and January, 1950, traffic signal investigations were conducted on the Beaverton-Hillsdale Highway at Scholls Ferry Road. In both investigations, the request for traffic signal installations was denied.

During 1954-55, the Beaverton-Hillsdale Highway was widened from two to four traffic lanes and the two intersections under investigation were revised to provide channelizing islands on the Beaverton-Hillsdale Highway. In 1956, three mercury vapor luminaires were installed to provide illumination for the channelizing islands.

No previous investigations have been conducted for traffic signal installations at the Oleson Road intersection.

This investigation and report is in response to a request dated May 8, 1956, from Mr. Aaron M. Frank for the installation of a traffic signal on the Beaverton-Hillsdale Highway at Oleson Road.

## Investigation:

Scholls Ferry Road (ORE210) enters the Beaverton-Hillsdale Highway, (ORE10), from the northeast and southwest in a cross-type intersection. Oleson Road enters the highway from the north and south in a cross-type intersection. Oleson Road terminates at Scholls Ferry Road, just north of ORE10. Traffic on both these roads is required to stop before turning onto or crossing the Beaverton-Hillsdale Highway. ORE10 is 62 feet in width, with six foot medial dividers, and left turn refuges have been constructed at both intersections for vehicles turning from ORE10. Oleson Road and Scholls Ferry Road are each 18 feet wide. The surrounding culture at both intersections is composed primarily of business establishments. The two study locations are within an established 40 MPH speed zone.

Sixteen-hour vehicle and pedestrian counts were taken at these two intersections on May 24, 1956. The results of these counts, which are factored to 24-hour volumes, are summarized in the table below:

| Intersection | Total Entering Volume | Cross Street Volume | Conflicting Volume | Pedestrians Across ORE10 1/ |
|---|---|---|---|---|
| ORE10 & Oleson Road | 9,982 | 2,491 | 2,284 | 18 |
| ORE10 & ORE210 | 14,901 | 3,601 | 3,248 2/ | 51 |

---

1/ 16-hour pedestrian volume.
2/ Includes left turns off ORE10.

The following is a tabulation of the reported accident record for the two intersections for the period from January 1, 1951, to March 31, 1956:

| Intersection | Accident Record 1-1-51 to 3-31-56 | | | Accident Record 4-1-55 to 3-31-56 | |
|---|---|---|---|---|---|
| | Total Accidents | Persons Injured | Preventable Accidents | Total Acc. | Preventable Accidents |
| ORE10 & Oleson Road | 16 | 2 | 11 | 4 | 2 |
| ORE10 & ORE210 | 26 | 5 | 11 | 2 | 0 |

Of the total reported accidents at the two intersections, none involved fatalities. There were seven personal injuries and no accidents involving pedestrians. Seventeen reported accidents were angle type collisions and 17 were rear-end type collisions. Between April 1, 1955, and March 31, 1956, one angle type and one turning movement type collision, occurring at Oleson Road, might have been prevented by the installation of a traffic signal.

In the following table, conditions at these two intersections are compared with the standard warrants for signalization for rural intersections:

|  | ORE10 & Oleson Road | ORE10 & ORE210 | Minimum Warrant |
|---|---|---|---|
| **Total Volume Warrant** |  |  |  |
| Average Hourly Total Volume (Max. 8 Hrs.) | 738 | 802 | 500 |
| Average Hourly Cross-Street Volume (Max. 8 Hrs.) | 189 | 271 | 125 |
| **Pedestrian Warrant** |  |  |  |
| Average Hourly Pedestrian Volume Across Main Street (Max. 8 Hrs.) | 2 | 6 | 125 |
| Average Hourly Vehicle Volume on Main Street (Max. 8 Hrs.) | 458 | 468 | 300 |
| **Interruption of Continuous Traffic Warrant** |  |  |  |
| Average Hourly Vehicle Volume on Main Street (Max. 8 Hrs.) | 548 | 531 | 500 |
| Average Hourly Combined Volume Across Main Street (Max. 8 Hrs.) | 191 | 275 | 50 |
| **Accident Warrant** |  |  |  |
| Preventable Accidents (Last 12 Months) | 2 | 0 | 5 |

The essential approach speed data are tabulated below:

| Intersection | 85% Speed 1/ | Pace Limits 2/ | Percent In Pace | Maximum Speed |
|---|---|---|---|---|
| ORE10 & Oleson Road | 41.0 | 34-44 | 57 | 48 |
| ORE10 & ORE210 | 44.0 | 36-46 | 56 | 52 |

---

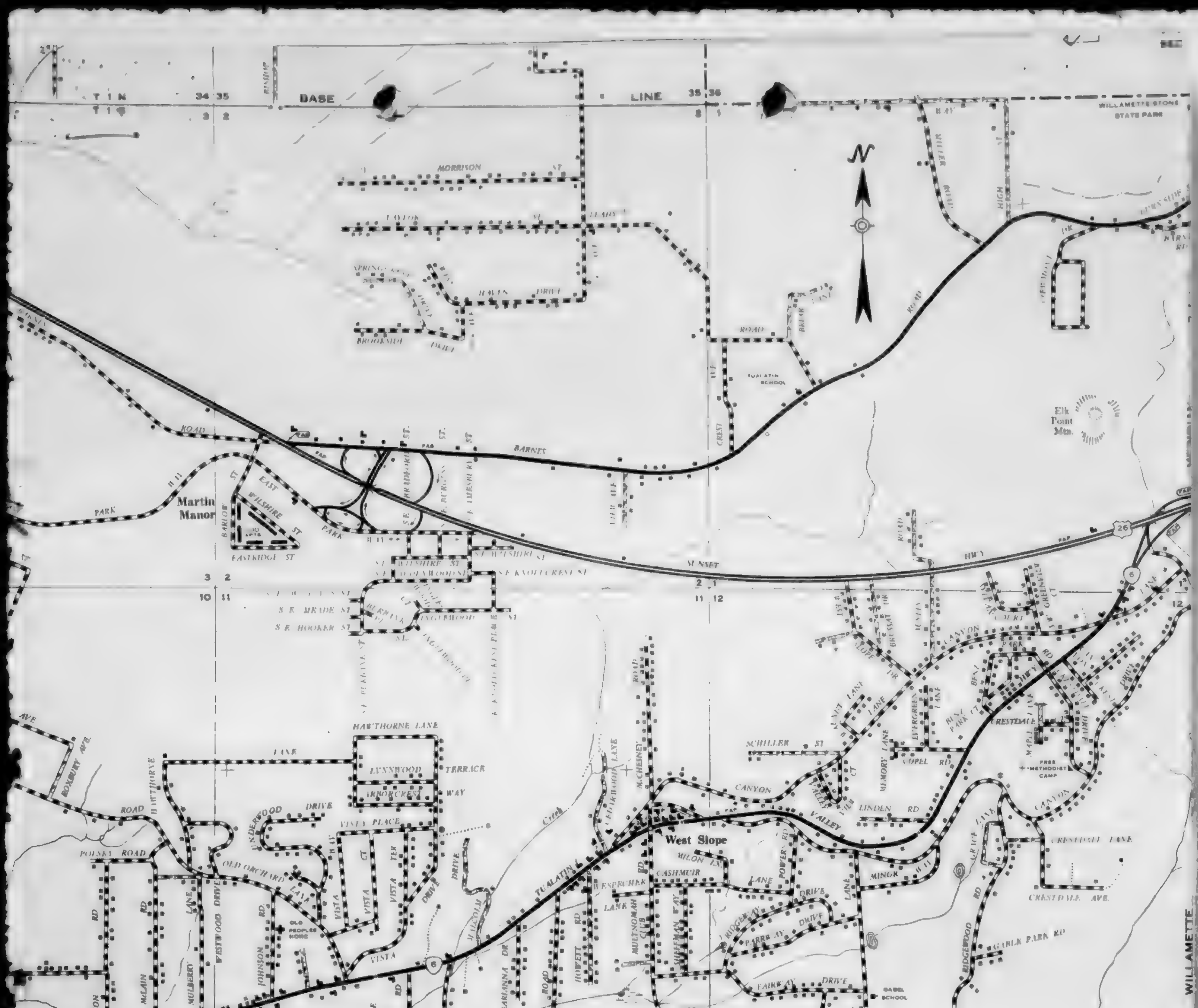
1/ Speed at or below which 85% of the approaching vehicles traveled.
2/ Ten-mile range containing the largest number of vehicles.

During the investigation, field observations were made of vehicular operation at both study locations. It was apparent from these observations that drivers were experiencing confusion and difficulty in negotiating both the Oleson Road and Scholls Ferry Road intersections. This condition is a result of the lack of positive vehicular control on both highways.

As seen from the table of warrants, existing traffic volumes at both intersections adequately fulfill the requirements of the Total Volume and Interruption of Continuous Traffic warrants. Requirements for the Pedestrian and Accident warrants are not existing. In view of the existing high vehicular volumes, which will increase in this geographical area of rapid development, it is recommended that an interconnected, fully-actuated, three-phase traffic signal be installed at the intersection of the Beaverton-Hillsdale Highway with Oleson Road and Scholls Ferry Road at a total estimated cost of $23,000. The installation of these traffic signals will not permit perfect progression because of the close spacing between the two intersections. They will provide a more positive control of existing undesirable traffic movements.

To permit optimum operation of the actuated traffic signals and to further reduce undesirable traffic movement, the installation of additional channelization is recommended at an estimated cost of $500.

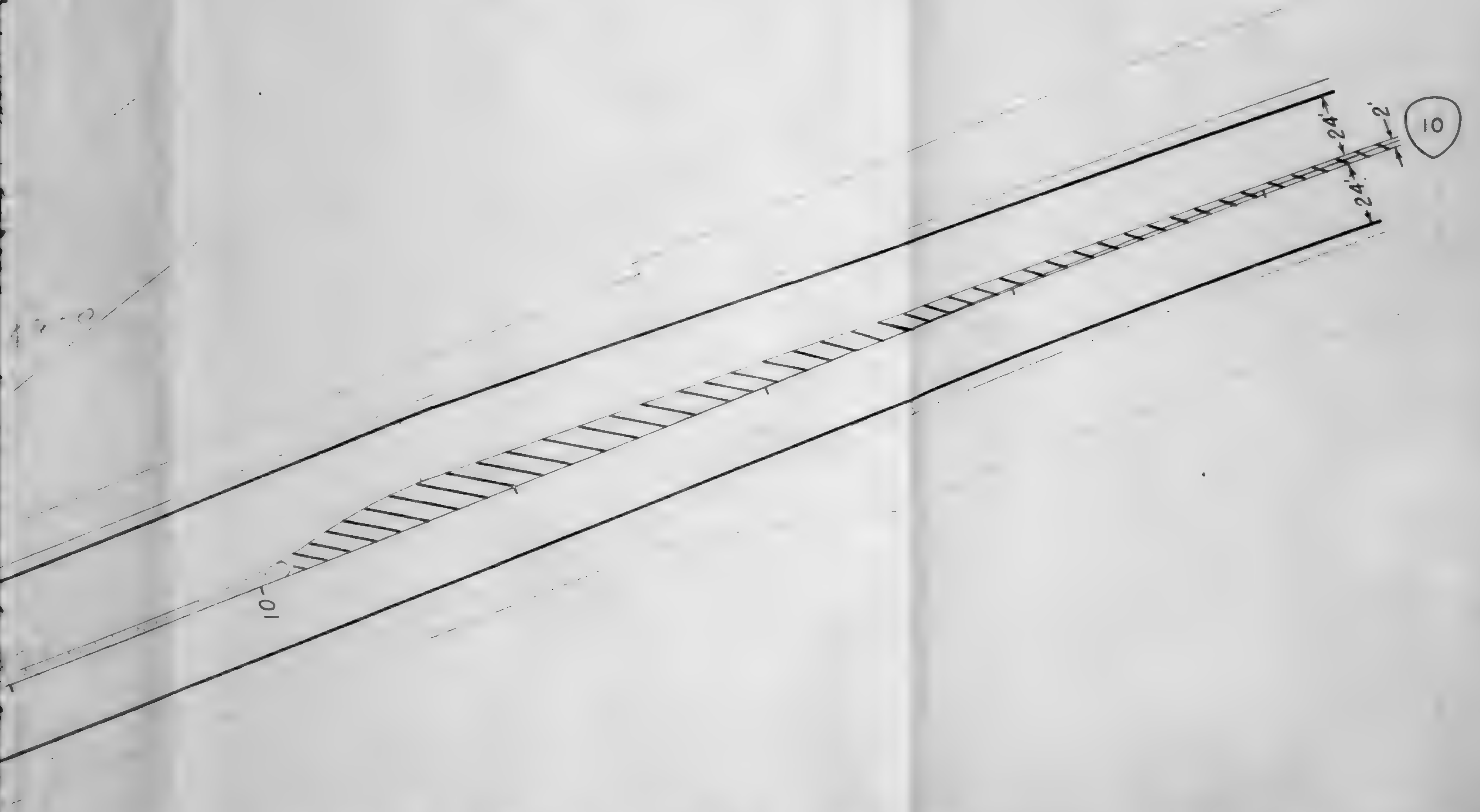
PH:kg

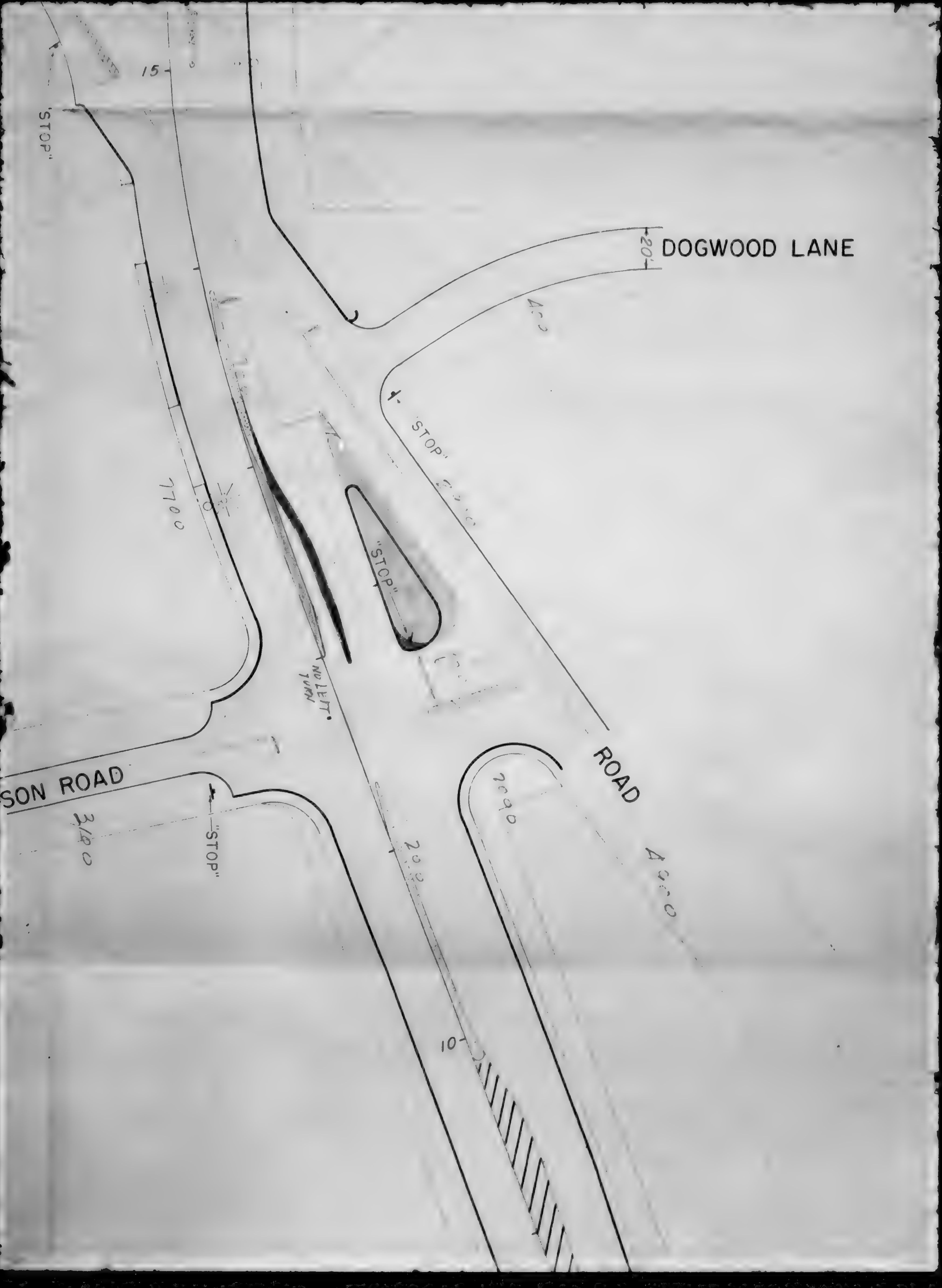

BASE LINE
T 1 N
T 1 S
WILLAMETTE STONE STATE PARK
N
MORRISON ST
TAYLOR ST
HAVEN DRIVE
BROOKSIDE DRIVE
TUALATIN SCHOOL
Elk Point Mtn.
ROAD
BARNES
Martin Manor
WILSHIRE
EAST
BARLOW ST
EASTRIDGE ST
PARK
SUNSET HWY
26
S.E. MEADE ST
S.E. HOOKER ST
HAWTHORNE LANE
LYNNWOOD TERRACE
ARBORCREST WAY
HAWTHORNE
POLSKY ROAD
UNDERWOOD DRIVE
VISTA PLACE
OLD ORCHARD LANE
OLD PEOPLES HOME
JOHNSON
WESTWOOD DRIVE
MULBERRY
McLAIN
JUNCTION RD
VISTA
TUALATIN
West Slope
CANYON
VALLEY
SCHILLER ST
LINDEN RD
MEMORY LANE
CRESTDALE
FREE METHODIST CAMP
CRESTDALE LANE
CRESTDALE AVE.
GABLE PARK RD
RIDGEWOOD RD
MINGK
WILSON LN
CASHMUIR
MULTNOMAH CLUB
FAIRWAY DRIVE
GABEL SCHOOL
BIRCHWOOD
BRENTWOOD AVE
MARIANNA DR
HOWETT RD
FIRGROVE LANE
MIDEA AVE.
BALLAS AVE
NENDEL RD
Gal Creek
Beaverton
ELLIS
MURRAY AVE
LAUREL RD
RUBY
LAKE
WILSON
MAPLE
SUNSET
SUNSTEAD LANE
MEADOW LANE
MEADOW RIDGE
HILLSDALE
PARKVIEW
WYNDMERE
PINE LANE
WHITE
CEDAR AVE
LAUREL AVE
BROADMOOR TERRACE
NEWTON PL.
HAMILTON ST
WILLAMETTE
Raleigh
HWY.
10
6
210
DUNCAN LANE
McMILLAN
JAMISSON
WOODSIDE DRIVE
LAURELWOOD
RALEIGH SCHOOL
STEPHEN LANE
ROAD
FERRY
WEST GATE WAY
WILLOWMERE DR
PORTLAND GOLF COURSE
SCHOLLS
OLD SCHOLLS FERRY RD
ARROWOOD
ANDREWS LANE
GENESEE DR
SLEUDER LANE
OLESON
VERMONT ST
AVENUE
LINE
Fanno
Creek
Intersections Investigated

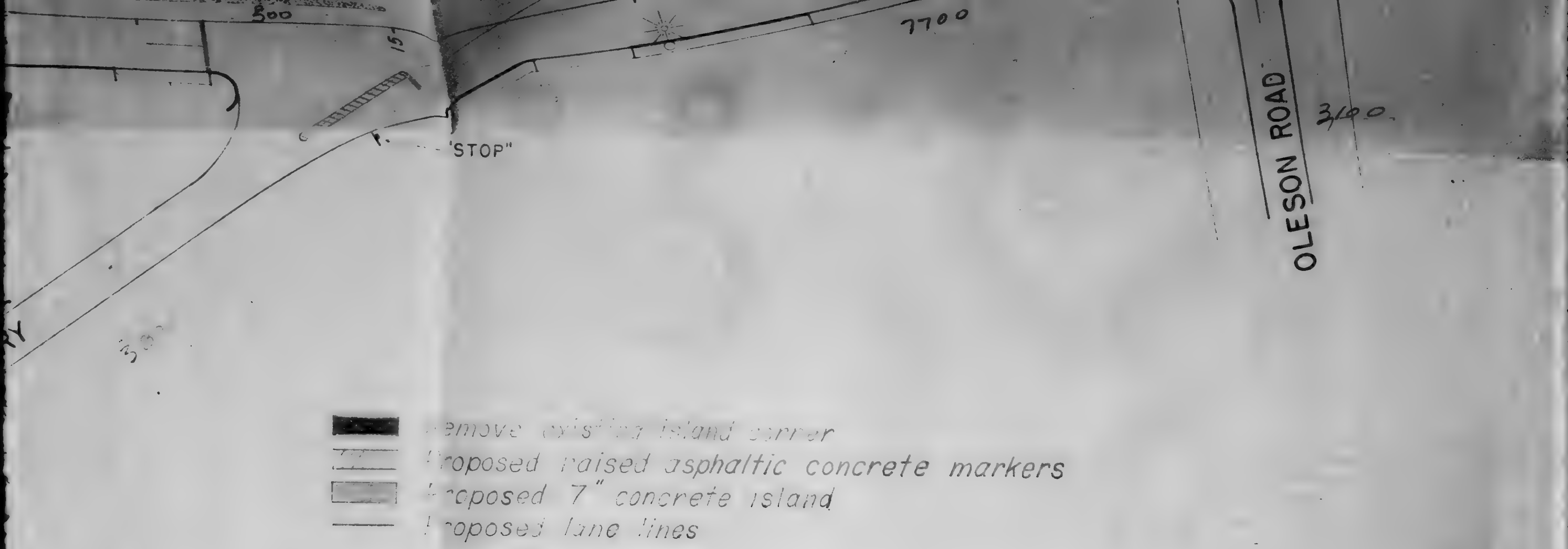
OREGON STATE HIGHWAY DEPARTMENT
Traffic Engineering Division

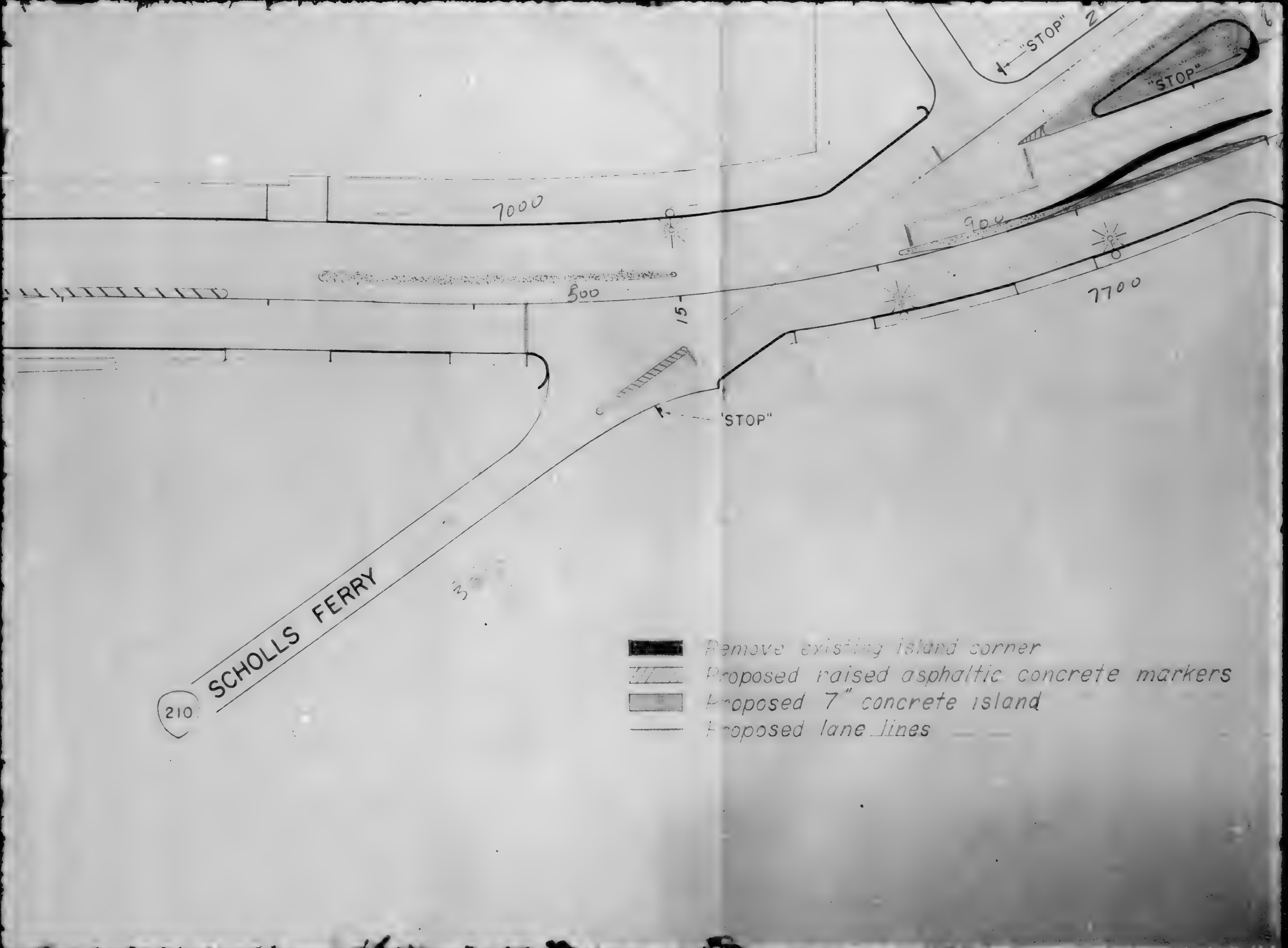
## CONDITION DIAGRAM
## BEAVERTON - HILLSDALE HWY.
## AT SCHOLLS FERRY RD. & OLESON RD.

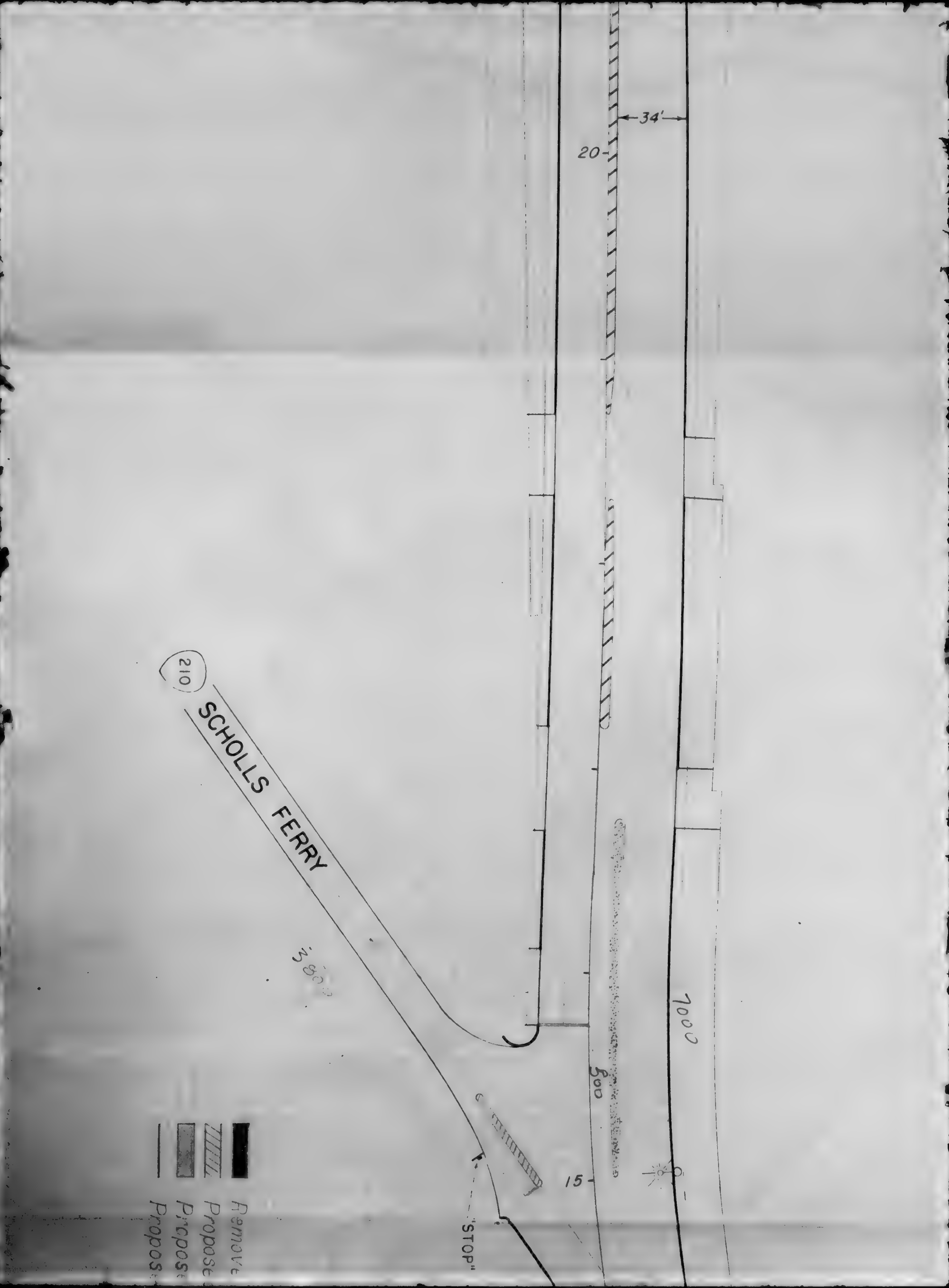
ORE 10 - Hwy. No. 40 - M.P. 3.57
May, 1956




15
"STOP"
DOGWOOD LANE
20'
400
"STOP"
7700
"STOP"
NO LEFT TURN
SON ROAD
3100
"STOP"
ROAD
2090
200
4000
10


500
15
"STOP"
7700
OLESON ROAD
3100
■ Remove existing island corner
▨ Proposed raised asphaltic concrete markers
▨ Proposed 7" concrete island
— Proposed lane lines


210
SCHOLLS FERRY
7000
800
15
900
7700
"STOP"
"STOP"
"STOP"
2
Remove existing island corner
Proposed raised asphaltic concrete markers
Proposed 7" concrete island
Proposed lane lines


34'
20
210
SCHOLLS FERRY
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"STOP"
Remove
Propose
Propose
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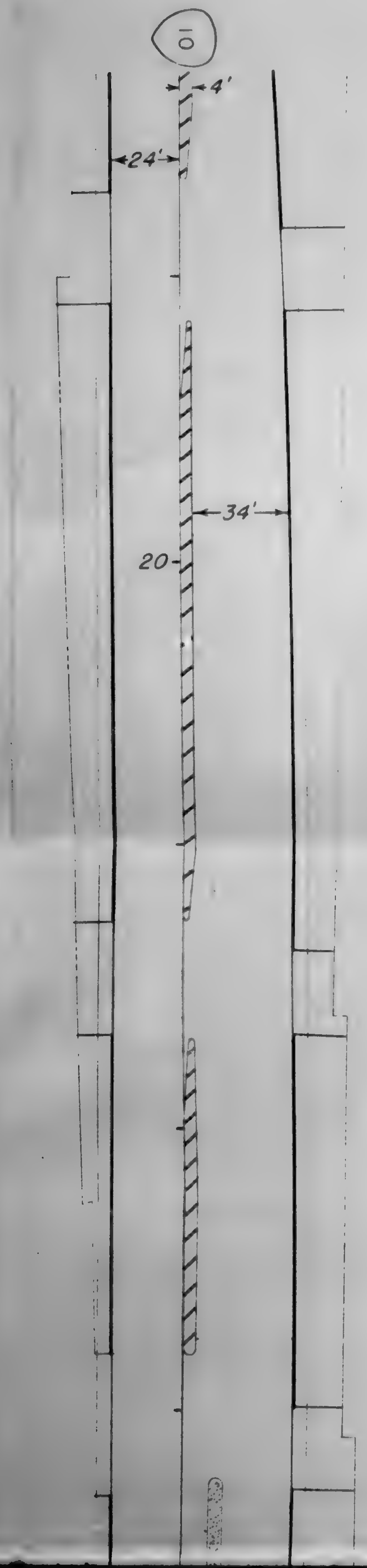

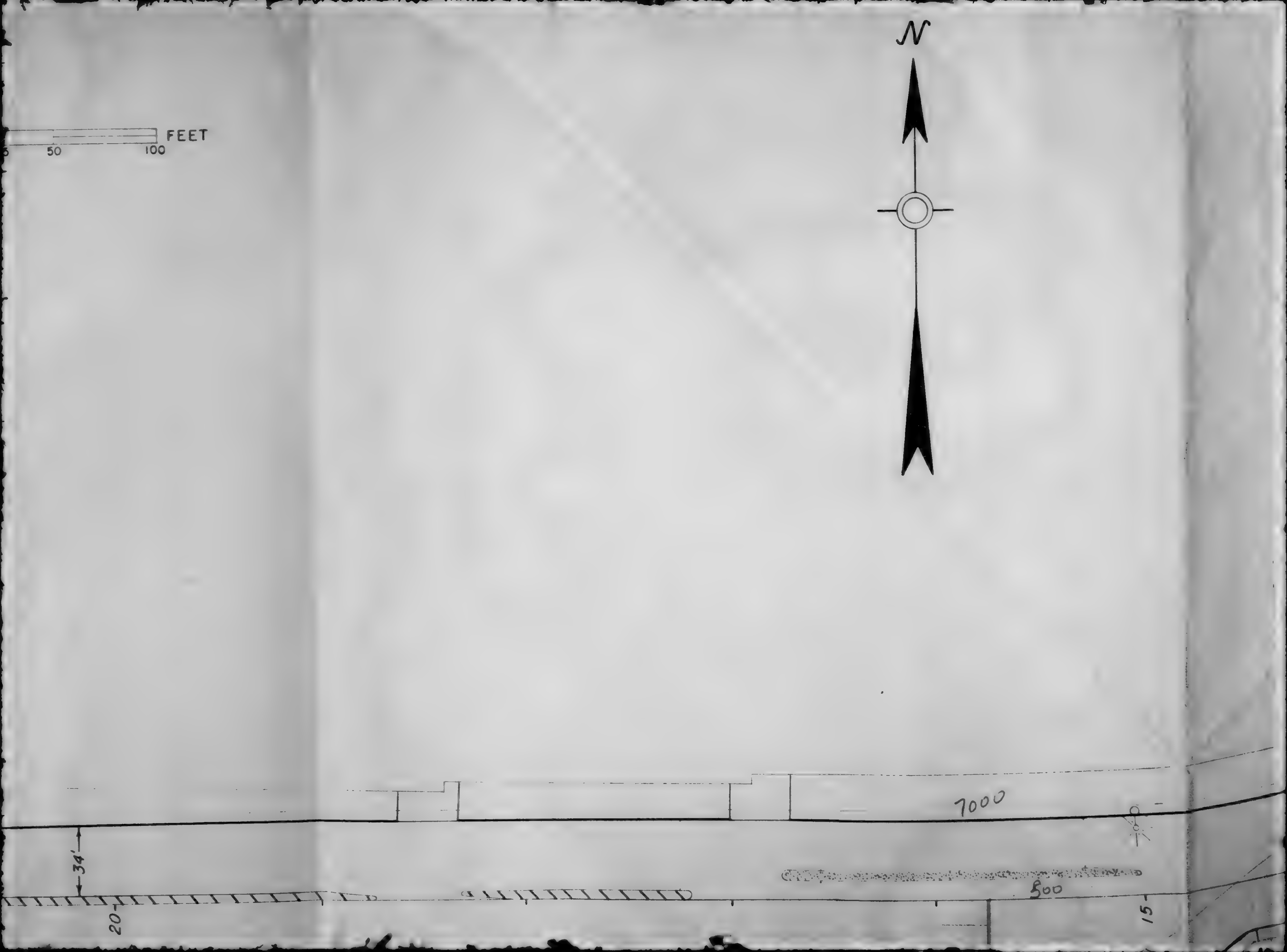
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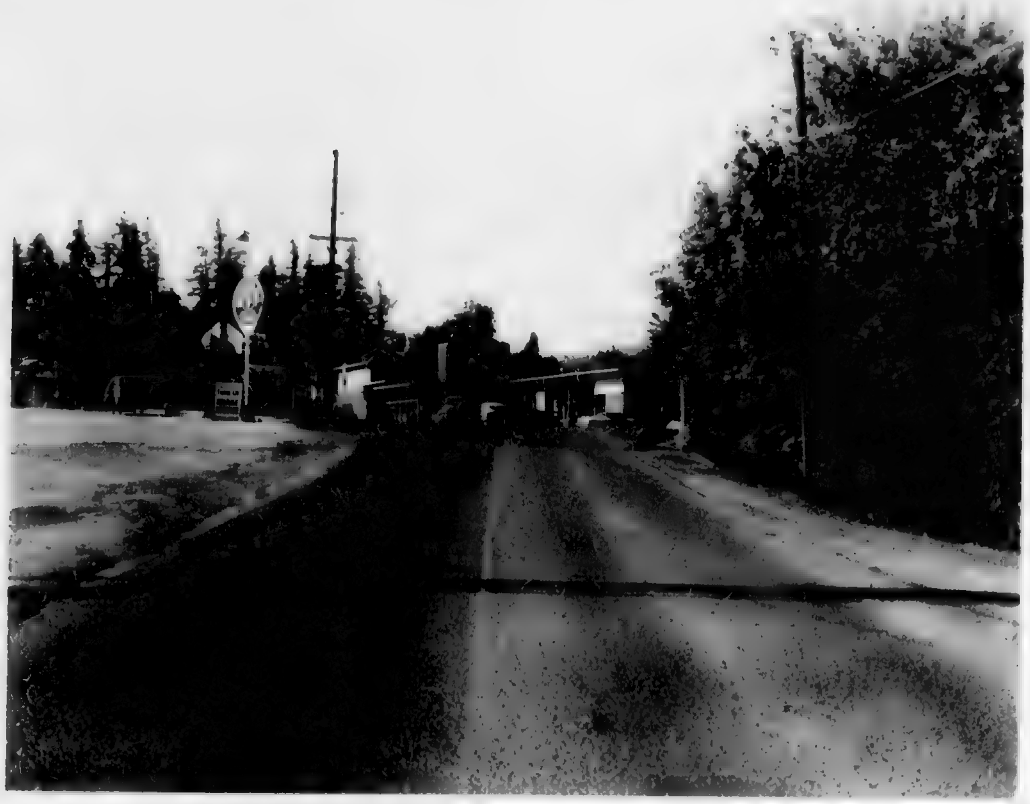
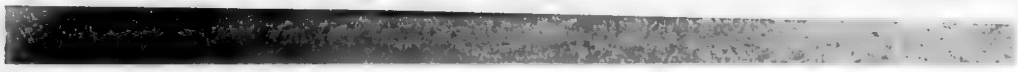
20
15



1



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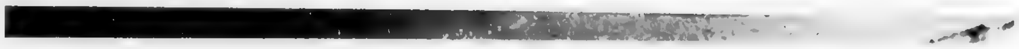


5

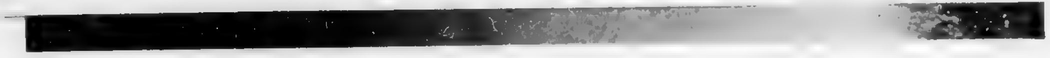
6

## TYPICAL VIEWS

Beaverton-Hillsdale Highway - East of Beaverton

1. Looking north on Oleson Road from 100 feet south of ORE10.
2. Looking west on ORE10 from 100 feet east of Oleson Road.
3. Looking southwest on ORE210 from 100 feet northeast of Oleson Road.
4. Looking south on Oleson Road from ORE210.
5. Looking southwest on ORE210 from 100 feet northeast of ORE10.
6. Looking east on ORE10 from 100 feet west of ORE210.

2



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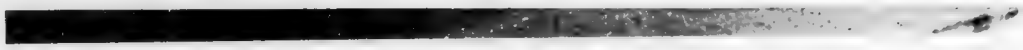

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## TYPICAL VIEWS

Beaverton-Hillsdale Highway - East of Beaverton

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2. Looking west on ORE10 from 100 feet east of Oleson Road.
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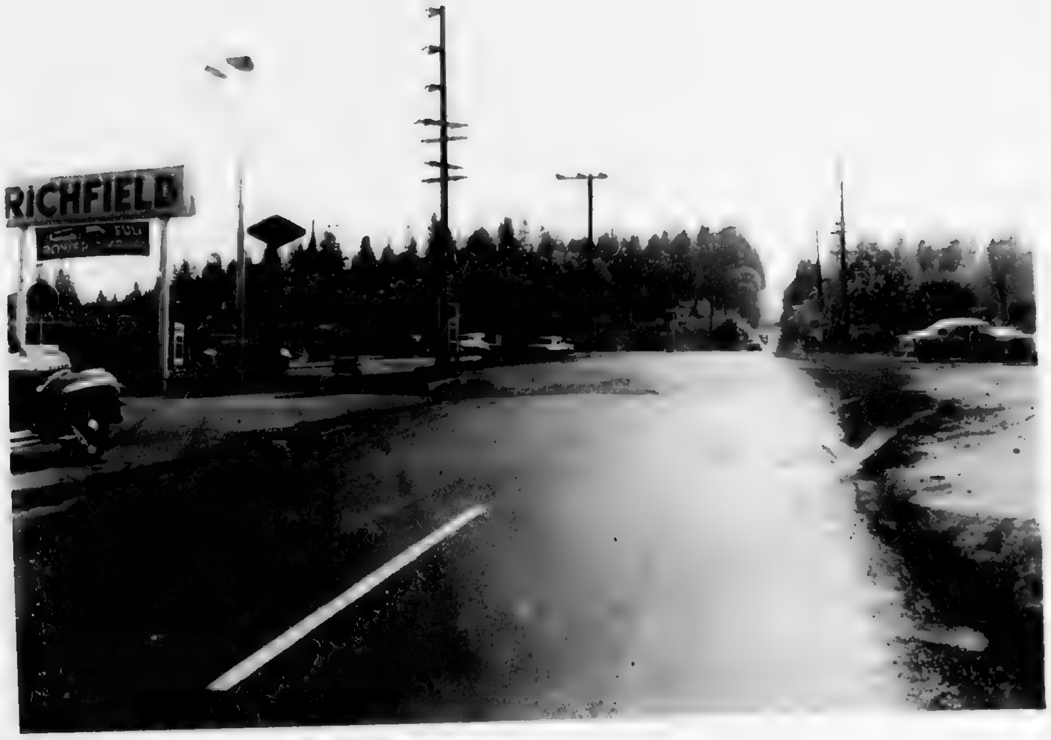
4. Looking south on Oleson Road from ORE210.
5. Looking southwest on ORE210 from 100 feet northeast of ORE10.
6. Looking east on ORE10 from 100 feet west of ORE210.



3

4

5

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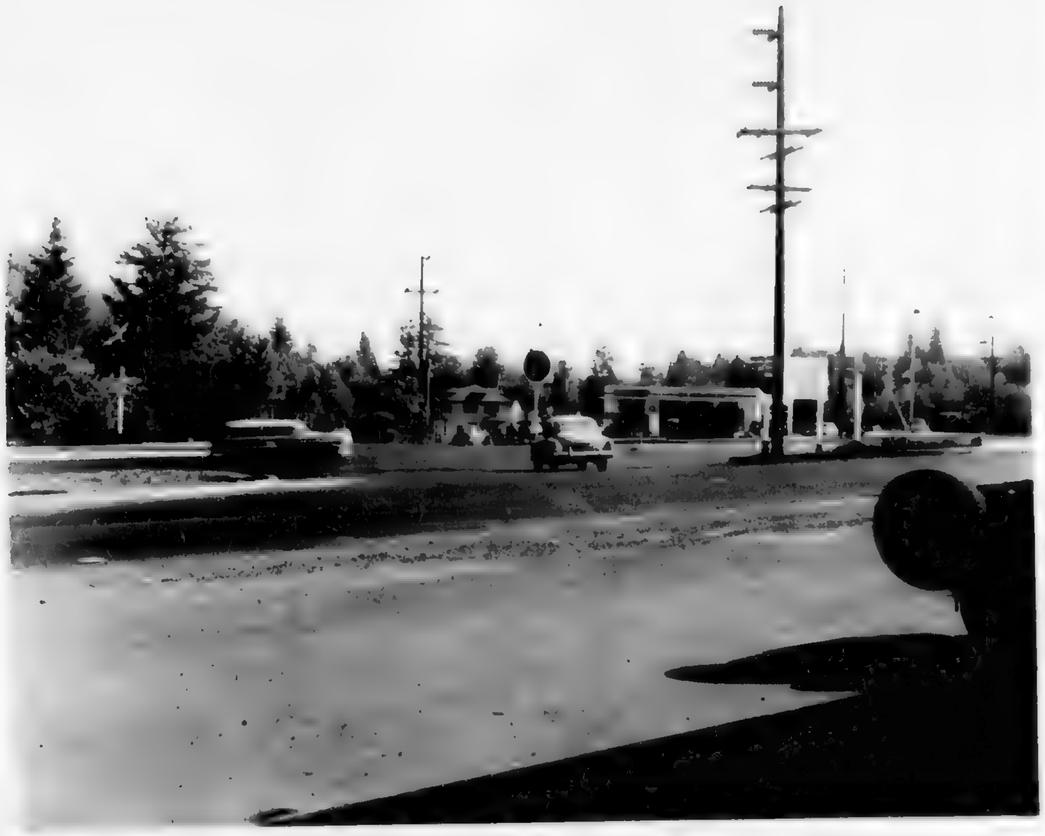
TYPICAL VIEWS
Beaverton-Hillsdale Highway - East of Beaverton

1. Looking north on Oleson Road from 100 feet south of ORE10.
2. Looking west on ORE10 from 100 feet east of Oleson Road.
3. Looking southwest on ORE210 from 100 feet northeast of Oleson Road.
4. Looking south on Oleson Road from ORE210.
5. Looking southwest on ORE210 from 100 feet northeast of ORE10.
6. Looking east on ORE10 from 100 feet west of ORE210.



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5

6

## TYPICAL VIEWS
Beaverton-Hillsdale Highway - East of Beaverton

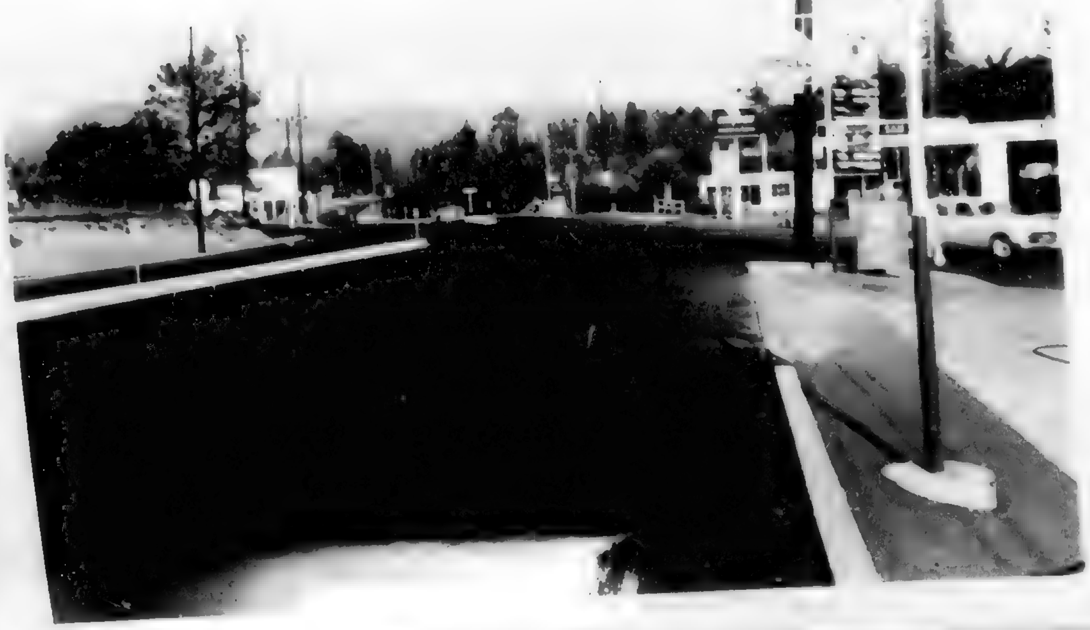
1. Looking north on Oleson Road from 100 feet south of ORE10.
2. Looking west on ORE10 from 100 feet east of Oleson Road.
3. Looking southwest on ORE210 from 100 feet northeast of Oleson Road.
4. Looking south on Oleson Road from ORE210.
5. Looking southwest on ORE210 from 100 feet northeast of ORE10.
6. Looking east on ORE10 from 100 feet west of ORE210.

5

6

TYPICAL VIEWS
Beaverton-Hillsdale Highway - East of Beaverton

1. Looking north on Oleson Road from 100 feet south of ORE10.
2. Looking west on ORE10 from 100 feet east of Oleson Road.
3. Looking southwest on ORE210 from 100 feet northeast of Oleson Road.
4. Looking south on Oleson Road from ORE210.
5. Looking southwest on ORE210 from 100 feet northeast of ORE10.
6. Looking east on ORE10 from 100 feet west of ORE210.



6

### TYPICAL VIEWS

Beaverton-Hillsdale Highway - East of Beaverton

1. Looking north on Oleson Road from 100 feet south of ORE10.
2. Looking west on ORE10 from 100 feet east of Oleson Road.
3. Looking southwest on ORE210 from 100 feet northeast of Oleson Road.
4. Looking south on Oleson Road from ORE210.
5. Looking southwest on ORE210 from 100 feet northeast of ORE10.
6. Looking east on ORE10 from 100 feet west of ORE210.

Form 493A

# OREGON STATE HIGHWAY DEPARTMENT
## TRAFFIC ENGINEERING DEPARTMENT
## TWENTY-FOUR HOUR VEHICULAR VOLUME

DATE May 24, 1956

DAY OF WEEK Thursday

ACTUAL COUNT(VEH.) 16 HRS.

HOURS COUNTED 6 AM - 10 PM

PEDESTRIAN COUNT 16 HRS.

HOURS COUNTED 6 AM - 10 PM

WEATHER Clear

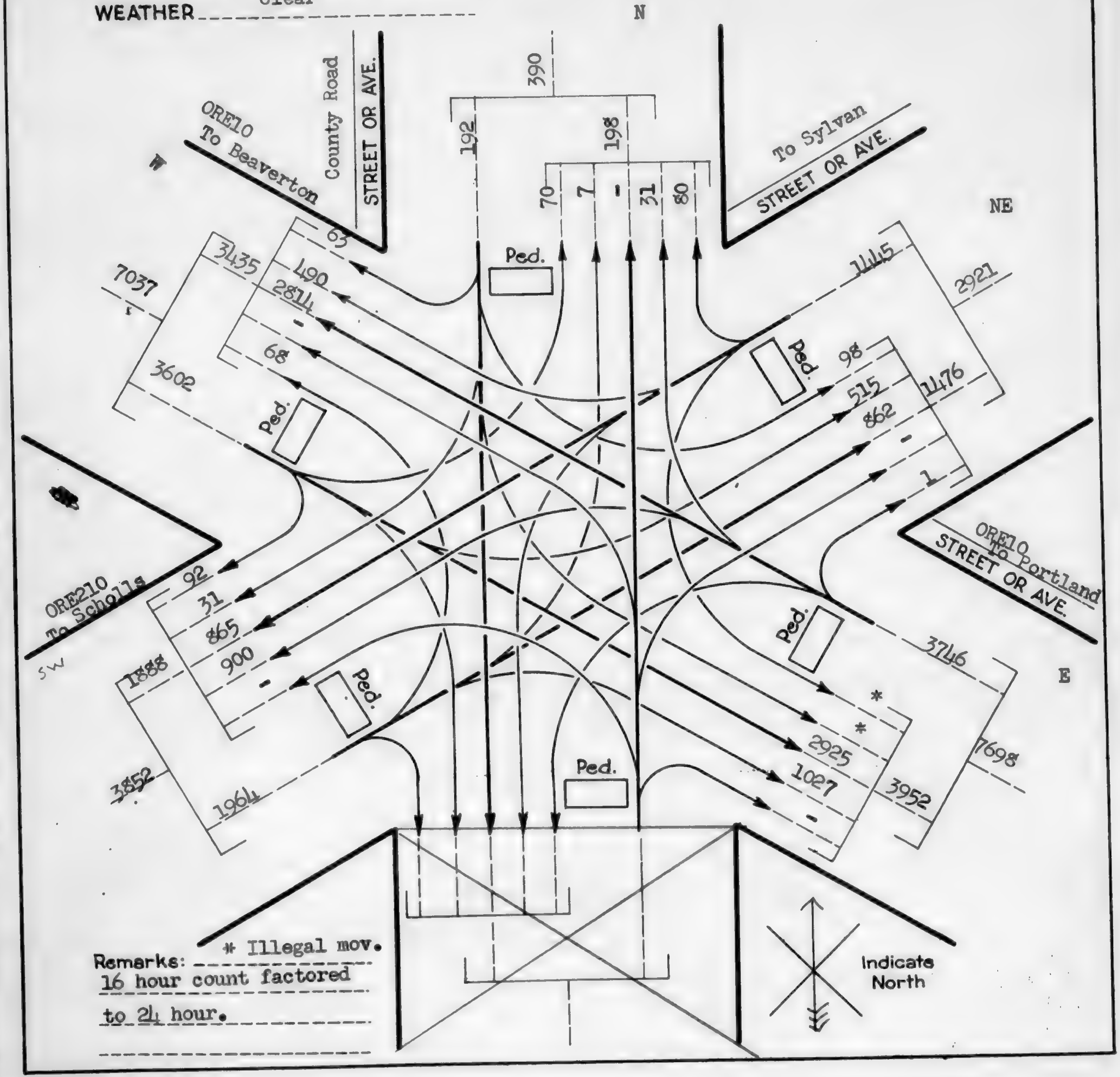
CITY OF

INTERSECTION OF ORE10 & ORE210 and County Road

STATION NO.

CODE NO.

CLASSIFICATION All Vehicles



Remarks: * Illegal mov.
16 hour count factored
to 24 hour.

OREGON STATE HIGHWAY DEPARTMEN
Traffic Engineering Division
Planning Survey Section

Classification: All Vehicle

| | |
|---|---|
| Date | May 24, 1956 |
| Day of Week | Thursday |
| Hours Counted | 6 AM - 10 PM |
| Weather | Clear |

Summary By Movements

| | Time | N-NE | NE-N | E-N | N-SW | SW-N | N-W | W-N | E-NE | NE-SW | SW-NE | NE-W | W-NE | E-SW | SW-E | E-W | W-E | SW-W | -W-SW | Total | From North NE & SW | Per Cen of Tota |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | 6:00 - 7:00 | 1 | | 1 | 3 | | 2 | | | 5 | 32 | 3 | 8 | 11 | 19 | 44 | 88 | | | 217 | 65 | 30 |
| | 7:00 - 8:00 | 12 | 3 | 2 | 1 | 1 | 2 | 2 | | 29 | 131 | 11 | 63 | 55 | 62 | 162 | 282 | 2 | 3 | 823 | 254 | 31 |
| | 8:00 - 9:00 | 13 | 5 | 4 | 1 | 1 | 7 | 7 | | 30 | 94 | 18 | 39 | 35 | 59 | 168 | 169 | 2 | 3 | 655 | 230 | 35 |
| A. M. | 9:00 - 10:00 | 11 | 5 | 1 | 1 | | 5 | 5 | | 37 | 45 | 31 | 38 | 33 | 29 | 123 | 127 | 2 | 1 | 494 | 166 | 34 |
| | 10:00 - 11:00 | 6 | 4 | 2 | 5 | | 1 | 6 | 1 | 29 | 31 | 24 | 24 | 48 | 41 | 117 | 137 | 1 | 4 | 480 | 142 | 29 |
| | 11:00 - 12:00 | 4 | 1 | 4 | 2 | | 5 | 8 | | 38 | 27 | 28 | 34 | 62 | 47 | 127 | 107 | 2 | 4 | 500 | 154 | 31 |
| | 12:00 - 1:00 | 1 | 3 | 3 | 1 | | 3 | | | 61 | 32 | 28 | 28 | 41 | 49 | 128 | 164 | 7 | 9 | 558 | 185 | 33 |
| | 1:00 - 2:00 | 6 | 5 | 2 | 1 | | 4 | | | 37 | 43 | 25 | 30 | 45 | 49 | 121 | 149 | 3 | 6 | 526 | 173 | 33 |
| | 2:00 - 3:00 | 6 | 2 | 2 | 2 | | 1 | 3 | | 53 | 44 | 32 | 26 | 68 | 72 | 134 | 154 | 6 | 10 | 615 | 218 | 35 |
| | 3:00 - 4:00 | 5 | 6 | | 1 | 1 | 4 | 6 | | 64 | 50 | 32 | 34 | 70 | 88 | 186 | 211 | 8 | 9 | 775 | 259 | 33 |
| | 4:00 - 5:00 | 2 | 5 | 1 | 1 | | 6 | 3 | | 111 | 79 | 51 | 38 | 80 | 125 | 398 | 293 | 6 | 10 | 1209 | 386 | 32 |
| | 5:00 - 6:00 | 3 | 21 | 1 | 3 | | 5 | 12 | | 142 | 48 | 52 | 25 | 89 | 78 | 259 | 214 | 6 | 5 | 963 | 358 | 37 |
| P. M. | 6:00 - 7:00 | 6 | 8 | | 2 | 2 | 4 | 3 | | 69 | 46 | 37 | 26 | 47 | 62 | 189 | 188 | 3 | 4 | 696 | 239 | 34 |
| | 7:00 - 8:00 | 7 | 9 | 3 | 3 | 1 | 4 | 5 | | 30 | 42 | 38 | 25 | 72 | 79 | 181 | 165 | 7 | 8 | 679 | 220 | 32 |
| | 8:00 - 9:00 | 4 | 2 | | 1 | | 2 | 1 | | 31 | 21 | 17 | 17 | 36 | 45 | 137 | 113 | 3 | 2 | 432 | 126 | 29 |
| | 9:00 - 10:00 | 2 | 3 | 2 | | | 2 | 3 | | 20 | 19 | 18 | 13 | 26 | 30 | 84 | 98 | 4 | 6 | 330 | 98 | 30 |
| | 16 Hour Total | 89 | 82 | 28 | 28 | 6 | 57 | 64 | 1 | 786 | 784 | 445 | 468 | 818 | 934 | 2558 | 2659 | 62 | 84 | 9953 | 3273 | 33 |
| | 24 Hour Total | 98 | 90 | 31 | 31 | 7 | 63 | 70 | 1 | 865 | 862 | 490 | 515 | 900 | 1027 | 2814 | 2925 | 68 | 92 | 10949 | 3601 | 33 |

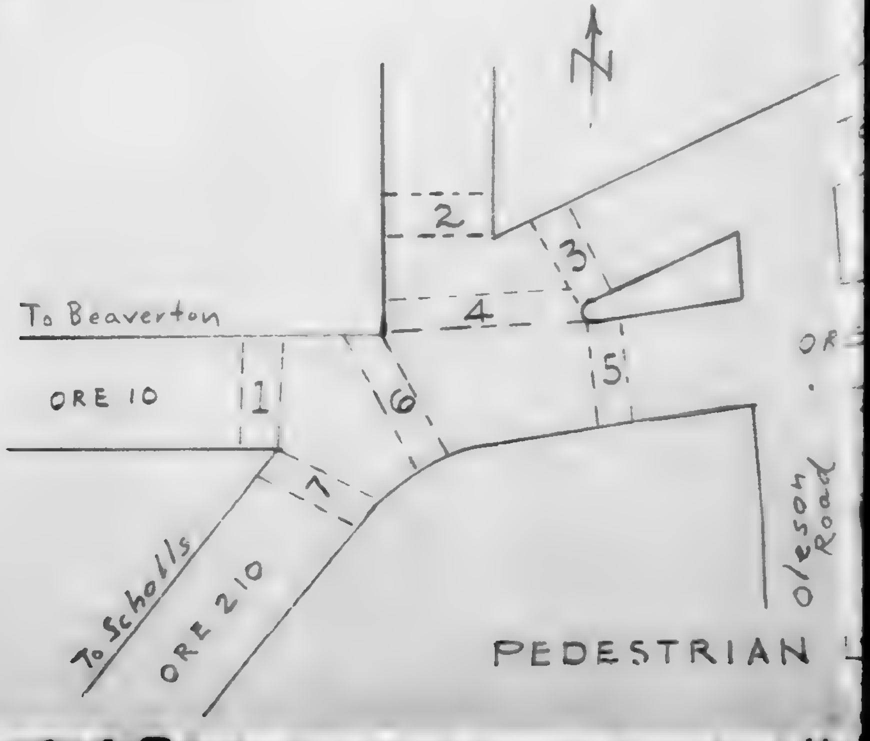
Northeast is road to Sylvan
County Road is North
ORE10 is East and West
ORE210 is Southwest

OREGON STATE HIGHWAY DEPARTMENT
Traffic Engineering Division
Planning Survey Section

Classification: All Vehicles

Intersection: ORE10, ORE210, & Cou
Classification: All Vehicles

| E-W | W-E | SW-W | -W-SW | Total | From North NE & SW | Per Cent of Total | From East and West | Per Cent of Total | Summary By Legs North | N.East | East | S.West | West | Pedestrians Crossing in Lanes 1 | 2 | 3 | 4 | 5 | 6 |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 44 | 88 | | | 217 | 65 | 30 | 152 | 70 | 7 | 49 | 163 | 70 | 145 | | | | | | |
| 162 | 282 | 2 | 3 | 823 | 254 | 31 | 569 | 69 | 23 | 249 | 563 | 284 | 527 | | 1 | 1 | | | 1 |
| 168 | 169 | 2 | 3 | 655 | 230 | 35 | 425 | 65 | 38 | 199 | 435 | 225 | 413 | | 2 | 2 | | | 5 |
| 123 | 127 | 2 | 1 | 494 | 166 | 34 | 328 | 66 | 28 | 167 | 313 | 148 | 332 | | 1 | 3 | | | 1 |
| 117 | 137 | 1 | 4 | 480 | 142 | 29 | 339 | 71 | 24 | 119 | 346 | 159 | 314 | | | | | | |
| 127 | 107 | 2 | 4 | 500 | 154 | 31 | 346 | 69 | 24 | 132 | 347 | 182 | 315 | 1 | 1 | | | | |
| 128 | 164 | 7 | 9 | 558 | 185 | 33 | 373 | 67 | 11 | 153 | 385 | 200 | 367 | 4 | 3 | | 1 | 1 | 2 |
| 121 | 149 | 3 | 6 | 526 | 173 | 33 | 353 | 67 | 18 | 146 | 366 | 184 | 338 | 2 | 1 | | | 1 | |
| 134 | 154 | 6 | 10 | 615 | 218 | 35 | 397 | 65 | 16 | 163 | 430 | 255 | 366 | | | | | | |
| 186 | 211 | 8 | 9 | 775 | 259 | 33 | 516 | 67 | 23 | 191 | 555 | 291 | 490 | 9 | 2 | 3 | | 2 | 4 |
| 398 | 293 | 6 | 10 | 1209 | 386 | 32 | 823 | 68 | 18 | 286 | 897 | 412 | 805 | 9 | 1 | 1 | | 1 | 2 |
| 259 | 214 | 6 | 5 | 963 | 358 | 37 | 605 | 63 | 45 | 291 | 641 | 371 | 578 | 2 | 3 | | | | 2 |
| 189 | 188 | 3 | 4 | 696 | 239 | 34 | 457 | 66 | 25 | 192 | 486 | 235 | 454 | | | 3 | | | |
| 181 | 165 | 7 | 8 | 679 | 220 | 32 | 459 | 68 | 32 | 151 | 500 | 242 | 433 | | | | | | |
| 137 | 113 | 3 | 2 | 432 | 126 | 29 | 306 | 71 | 10 | 92 | 331 | 139 | 292 | 2 | | | | | |
| 84 | 98 | 4 | 6 | 330 | 98 | 30 | 232 | 70 | 12 | 75 | 240 | 105 | 228 | | | | | | |
| 2558 | 2659 | 62 | 84 | 9953 | 3273 | 33 | 6680 | 67 | 354 | 2655 | 6998 | 3502 | 6397 | 29 | 15 | 13 | 1 | 5 | 17 |
| 2814 | 2925 | 68 | 92 | 10949 | 3601 | 33 | 7348 | 67 | 390 | 2921 | 7698 | 3852 | 7037 | | | | | | |

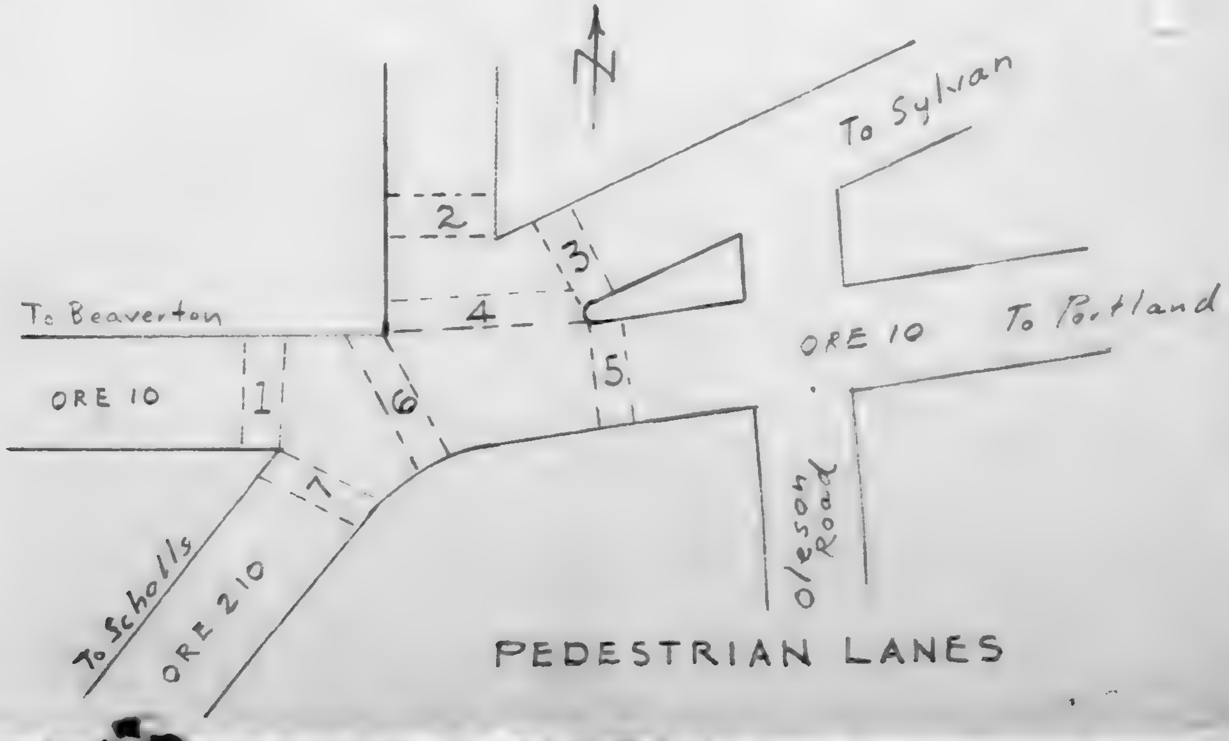


ATE HIGHWAY DEPARTMENT
Engineering Division
ng Survey Section

ication: All Vehicles

Intersection: ORE10, ORE210, & County Road
Classification: All Vehicles

| al | From North NE & SW | Per Cent of Total | From East and West | Per Cent of Total | Summary By Legs North | N.East | East | S.West | West | Pedestrians Crossing in Lanes 1 | 2 | 3 | 4 | 5 | 6 | 7 |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 17 | 65 | 30 | 152 | 70 | 7 | 49 | 163 | 70 | 145 | | | | | | | |
| 23 | 254 | 31 | 569 | 69 | 23 | 249 | 563 | 284 | 527 | | 1 | 1 | | | 1 | 1 |
| 55 | 230 | 35 | 425 | 65 | 38 | 199 | 435 | 225 | 413 | | 2 | 2 | | | 5 | |
| 94 | 166 | 34 | 328 | 66 | 28 | 167 | 313 | 148 | 332 | | 1 | 3 | | | 1 | 2 |
| 0 | 142 | 29 | 339 | 71 | 24 | 119 | 346 | 159 | 314 | | | | | | | 2 |
| 00 | 154 | 31 | 346 | 69 | 24 | 132 | 347 | 182 | 315 | 1 | 1 | | | | | |
| 58 | 185 | 33 | 373 | 67 | 11 | 153 | 385 | 200 | 367 | 4 | 3 | | 1 | 1 | 2 | 2 |
| 26 | 173 | 33 | 353 | 67 | 18 | 146 | 366 | 184 | 338 | 2 | 1 | | | 1 | | 1 |
| 15 | 218 | 35 | 397 | 65 | 16 | 163 | 430 | 255 | 366 | | | | | | | 1 |
| 75 | 259 | 33 | 516 | 67 | 23 | 191 | 555 | 291 | 490 | 9 | 2 | 3 | | 2 | 4 | 4 |
| 09 | 386 | 32 | 823 | 68 | 18 | 286 | 897 | 412 | 805 | 9 | 1 | 1 | | 1 | 2 | 6 |
| 3 | 358 | 37 | 605 | 63 | 45 | 291 | 641 | 371 | 578 | 2 | 3 | | | | 2 | 1 |
| 6 | 239 | 34 | 457 | 66 | 25 | 192 | 486 | 235 | 454 | | | 3 | | | | |
| 9 | 220 | 32 | 459 | 68 | 32 | 151 | 500 | 242 | 433 | | | | | | | 2 |
| 2 | 126 | 29 | 306 | 71 | 10 | 92 | 331 | 139 | 292 | 2 | | | | | | |
| 0 | 98 | 30 | 232 | 70 | 12 | 75 | 240 | 105 | 228 | | | | | | | |
| 3 | 3273 | 33 | 6680 | 67 | 354 | 2655 | 6998 | 3502 | 6397 | 29 | 15 | 13 | 1 | 5 | 17 | 23 |
| 9 | 3601 | 33 | 7348 | 67 | 390 | 2921 | 7698 | 3852 | 7037 | | | | | | | |

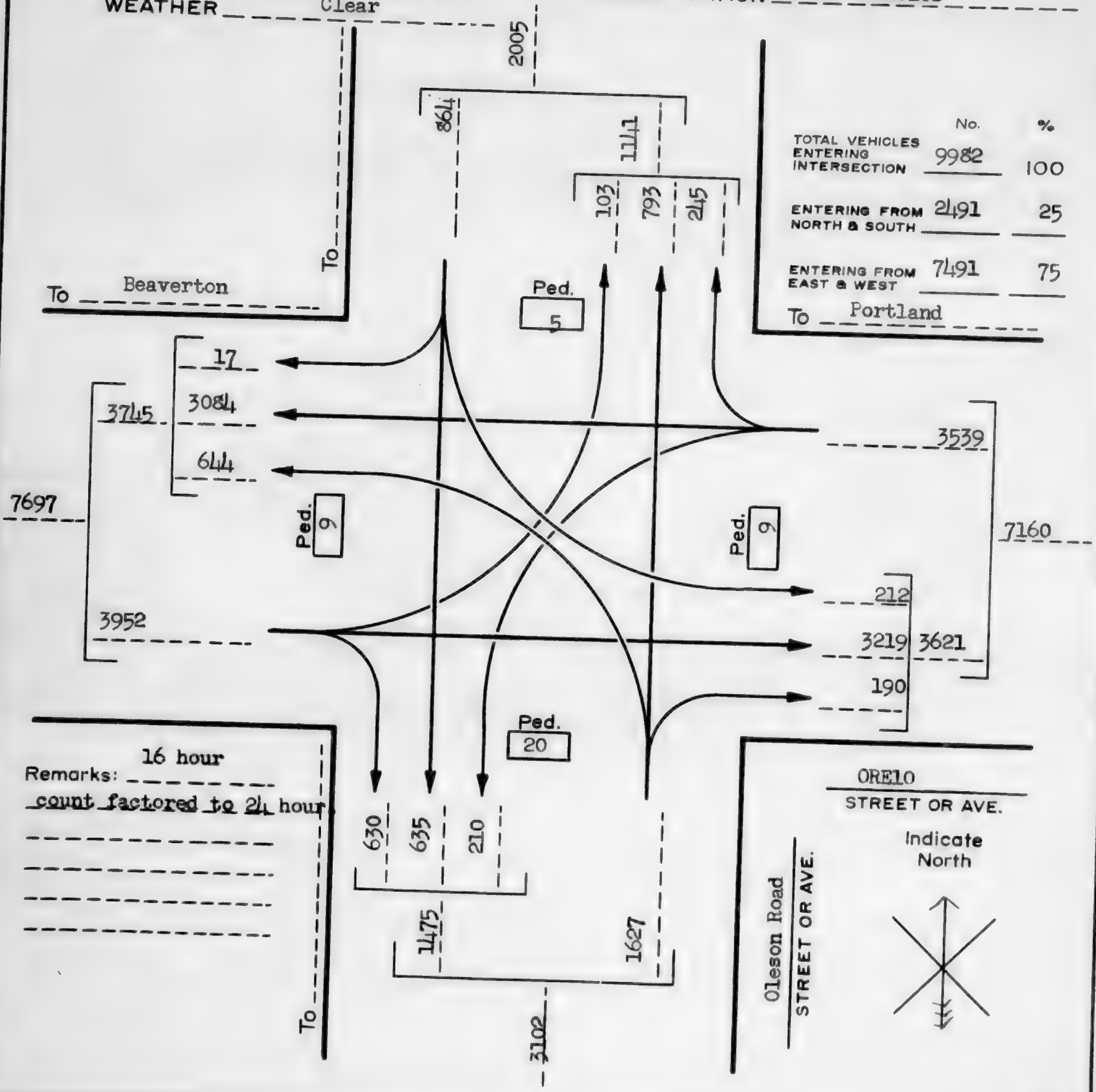


PEDESTRIAN LANES

# OREGON STATE HIGHWAY DEPARTMENT
## Traffic Engineering Division
# TWENTY-FOUR HOUR VEHICULAR VOLUME

DATE May 24, 1956
DAY OF WEEK Thursday
ACTUAL COUNT (VEH.) 16 HRS.
HOURS COUNTED 6 AM - 10 PM
PEDESTRIAN COUNT 16 HRS.
HOURS COUNTED 6 AM - 10 PM
WEATHER Clear

CITY OF
INTERSECTION OF ORE10
AND Oleson Road
STATION NO.
CODE NO.
CLASSIFICATION All Vehicles



| | No. | % |
|---|---|---|
| TOTAL VEHICLES ENTERING INTERSECTION | 9982 | 100 |
| ENTERING FROM NORTH & SOUTH | 2491 | 25 |
| ENTERING FROM EAST & WEST | 7491 | 75 |

Remarks: 16 hour
count factored to 24 hour.

Form E-48—2M

**OREGON STATE HIGHWAY COMMISSION**
**Traffic Engineering Division**

# SUMMARY OF TRAFFIC COUNT

Date May 24, 1956
Day of week Thursday
Hours counted 6 AM - 10 PM
Weather

Classification All Vehicles

City of
Intersection ORE10 and Oleson Road
Station number
Code number

| | | SUMMARY BY MOVEMENTS | | | | | | | | | | | | | | | | | SUMMARY BY LEGS | | | | PEDESTRIANS | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | TIME | North to East | East to North | North to West | West to North | North to South | South to North | East to West | West to East | East to South | South to East | West to South | South to West | TOTAL | From North and South | Per Cent of Total | From East and West | Per Cent of Total | North | East | West | South | North | East |
| A. M. | 6:00- 7:00 | - | 6 | 1 | 1 | 5 | 62 | 50 | 101 | 4 | 1 | 5 | 5 | 241 | 74 | 31 | 167 | 69 | 75 | 162 | 163 | 82 | | |
| | 7:00- 8:00 | 7 | 41 | - | 7 | 15 | 223 | 193 | 327 | 15 | 9 | 10 | 26 | 873 | 280 | 32 | 593 | 68 | 293 | 592 | 563 | 298 | - | |
| | 8:00- 9:00 | 11 | 13 | - | 4 | 21 | 75 | 159 | 186 | 11 | 11 | 38 | 48 | 577 | 166 | 29 | 411 | 71 | 124 | 391 | 435 | 204 | - | |
| | 9:00-10:00 | 12 | 14 | - | 2 | 13 | 41 | 125 | 142 | 15 | 10 | 12 | 32 | 418 | 108 | 26 | 310 | 74 | 82 | 318 | 313 | 123 | - | |
| | 10:00-11:00 | 13 | 15 | - | 5 | 19 | 31 | 134 | 146 | 11 | 11 | 27 | 33 | 445 | 107 | 24 | 338 | 76 | 83 | 330 | 345 | 132 | - | |
| | 11:00-12:00 | 13 | 10 | 2 | 3 | 21 | 13 | 157 | 129 | 10 | 8 | 22 | 34 | 422 | 91 | 22 | 331 | 78 | 62 | 327 | 347 | 108 | - | |
| P. M. | 12:00- 1:00 | 9 | 21 | - | 9 | 14 | 26 | 134 | 177 | 9 | 8 | 27 | 38 | 472 | 95 | 20 | 377 | 80 | 79 | 358 | 385 | 122 | 1 | |
| | 1:00- 2:00 | 17 | 14 | - | 3 | 27 | 25 | 131 | 160 | 11 | 16 | 35 | 37 | 476 | 122 | 26 | 354 | 74 | 86 | 349 | 366 | 151 | - | |
| | 2:00- 3:00 | 13 | 11 | - | 12 | 25 | 30 | 172 | 177 | 8 | 7 | 37 | 32 | 524 | 107 | 20 | 417 | 80 | 91 | 388 | 430 | 139 | - | |
| | 3:00- 4:00 | 17 | 17 | 3 | 8 | 42 | 25 | 200 | 242 | 17 | 17 | 49 | 53 | 690 | 157 | 23 | 533 | 77 | 112 | 510 | 555 | 203 | - | |
| | 4:00- 5:00 | 26 | 15 | 1 | 9 | 116 | 35 | 433 | 335 | 19 | 18 | 74 | 45 | 1126 | 241 | 21 | 885 | 79 | 202 | 846 | 897 | 307 | 1 | |
| | 5:00- 6:00 | 24 | 13 | 7 | 8 | 146 | 31 | 288 | 228 | 23 | 20 | 56 | 54 | 898 | 282 | 31 | 616 | 69 | 229 | 596 | 641 | 330 | 3 | |
| | 6:00- 7:00 | 10 | 9 | - | 11 | 47 | 34 | 197 | 189 | 11 | 11 | 50 | 39 | 608 | 141 | 23 | 467 | 77 | 111 | 427 | 486 | 192 | - | |
| | 7:00- 8:00 | 7 | 14 | 1 | 6 | 24 | 42 | 199 | 178 | 10 | 11 | 60 | 56 | 608 | 141 | 23 | 467 | 77 | 94 | 419 | 500 | 203 | - | |
| | 8:00- 9:00 | 6 | 6 | - | 5 | 23 | 18 | 139 | 113 | 9 | 8 | 40 | 34 | 401 | 89 | 22 | 312 | 78 | 58 | 281 | 331 | 132 | - | |
| | 9:00-10:00 | 8 | 4 | - | 1 | 19 | 10 | 93 | 96 | 8 | 7 | 31 | 19 | 296 | 63 | 21. | 233 | 79 | 42 | 216 | 240 | 94 | - | |
| | 10:00-11:00 | | | | | | | | | | | | | | | | | | | | | | | |
| | 11:00-12:00 | | | | | | | | | | | | | | | | | | | | | | | |
| A. M. | 12:00- 1:00 | | | | | | | | | | | | | | | | | | | | | | | |
| | 1:00- 2:00 | | | | | | | | | | | | | | | | | | | | | | | |
| | 2:00- 3:00 | | | | | | | | | | | | | | | | | | | | | | | |
| | 3:00- 4:00 | | | | | | | | | | | | | | | | | | | | | | | |
| | 4:00- 5:00 | | | | | | | | | | | | | | | | | | | | | | | |
| | 5:00- 6:00 | | | | | | | | | | | | | | | | | | | | | | | |
| | 24-Hour total | 212 | 245 | 17 | 103 | 635 | 793 | 3084 | 3219 | 210 | 190 | 630 | 644 | 9982 | 2491 | 25 | 7491 | 75 | 2005 | 7160 | 7597 | 3102 | | |
| | -Hour total | | | | | | | | | | | | | | | | | | | | | | | |
| | 16-Hour total | 193 | 223 | 15 | 94 | 577 | 721 | 2804 | 2926 | 191 | 173 | 573 | 585 | 9075 | 2264 | 25 | 6811 | 75 | 1823 | 6510 | 6997 | 2820 | 5 | |
| | Control | | | | | | | | | | | | | | | | | | | | | | | |
| | Factor | | | | | | | | | | | | | | | | | | | | | | | |

Oleson Road St. is North and South
ORE10 St. is East and West

Tabulated by
Computed by
Checked by
Checked by

STATE PRINTING DEPT.

**OREGON STATE HIGHWAY COMMISSION**
**Traffic Engineering Division**

# SUMMARY OF TRAFFIC COUNT

May 24, 1956

eek Thursday

ounted 6 AM - 10 PM

Classification All Vehicles

City of

Intersection ORE10 and Oleson Road

Station number

Code number

| SUMMARY BY MOVEMENTS | | | | | | | | | | | | | | | | SUMMARY BY LEGS | | | | PEDESTRIANS USING CROSSWALKS | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| ast to orth | North to West | West to North | North to South | South to North | East to West | West to East | East to South | South to East | West to South | South to West | TOTAL | From North and South | Per Cent of Total | From East and West | Per Cent of Total | North | East | West | South | North | East | West | South |
| 6 | 1 | 1 | 5 | 62 | 50 | 101 | 4 | 1 | 5 | 5 | 241 | 74 | 31 | 167 | 69 | 75 | 162 | 163 | 82 | | | | |
| 41 | - | 7 | 15 | 223 | 193 | 327 | 15 | 9 | 10 | 26 | 873 | 280 | 32 | 593 | 68 | 293 | 592 | 563 | 298 | - | 1 | | |
| 13 | - | 4 | 21 | 75 | 159 | 186 | 11 | 11 | 38 | 48 | 577 | 166 | 29 | 411 | 71 | 124 | 391 | 435 | 204 | - | - | 2 | 3 |
| 14 | - | 2 | 13 | 41 | 125 | 142 | 15 | 10 | 12 | 32 | 418 | 108 | 26 | 310 | 74 | 82 | 318 | 313 | 123 | - | 2 | 1 | [illegible] |
| 15 | - | 5 | 19 | 31 | 134 | 146 | 11 | 11 | 27 | 33 | 445 | 107 | 24 | 338 | 76 | 83 | 330 | 345 | 132 | - | - | - | - |
| 10 | 2 | 3 | 21 | 13 | 157 | 129 | 10 | 8 | 22 | 34 | 422 | 91 | 22 | 331 | 78 | 62 | 327 | 347 | 108 | - | 2 | - | 2 |
| 21 | - | 9 | 14 | 26 | 134 | 177 | 9 | 8 | 27 | 38 | 472 | 95 | 20 | 377 | 80 | 79 | 358 | 385 | 122 | 1 | - | 1 | 1 |
| 14 | - | 3 | 27 | 25 | 131 | 160 | 11 | 16 | 35 | 37 | 476 | 122 | 26 | 354 | 74 | 86 | 349 | 366 | 151 | - | - | 1 | - |
| 11 | - | 12 | 25 | 30 | 172 | 177 | 8 | 7 | 37 | 32 | 524 | 107 | 20 | 417 | 80 | 91 | 388 | 430 | 139 | - | - | - | 2 |
| 17 | 3 | 8 | 42 | 25 | 200 | 242 | 17 | 17 | 49 | 53 | 690 | 157 | 23 | 533 | 77 | 112 | 510 | 555 | 203 | - | - | 3 | 1 |
| 15 | 1 | 9 | 116 | 35 | 433 | 335 | 19 | 18 | 74 | 45 | 1126 | 241 | 21 | 885 | 79 | 202 | 846 | 897 | 307 | 1 | 2 | - | 4 |
| 13 | 7 | 8 | 146 | 31 | 288 | 228 | 23 | 20 | 56 | 54 | 898 | 282 | 31 | 616 | 69 | 229 | 596 | 641 | 330 | 3 | - | - | 2 |
| 9 | - | 11 | 47 | 34 | 197 | 189 | 11 | 11 | 50 | 39 | 608 | 141 | 23 | 467 | 77 | 111 | 427 | 486 | 192 | - | - | 1 | - |
| 14 | 1 | 6 | 24 | 42 | 199 | 178 | 10 | 11 | 60 | 56 | 608 | 141 | 23 | 467 | 77 | 94 | 419 | 500 | 203 | - | 2 | - | 3 |
| 6 | - | 5 | 23 | 18 | 139 | 113 | 9 | 8 | 40 | 34 | 401 | 89 | 22 | 312 | 78 | 58 | 281 | 331 | 132 | - | - | - | - |
| 4 | - | 1 | 19 | 10 | 93 | 96 | 8 | 7 | 31 | 19 | 296 | 63 | 21 | 233 | 79 | 42 | 216 | 240 | 94 | - | - | - | - |
| 245 | 17 | 103 | 635 | 793 | 3084 | 3219 | 210 | 190 | 630 | 644 | 9982 | 2491 | 25 | 7491 | 75 | 2005 | 7160 | 7597 | 3102 | | | | |
| 223 | 15 | 94 | 577 | 721 | 2804 | 2926 | 191 | 173 | 573 | 585 | 9075 | 2264 | 25 | 6811 | 75 | 1823 | 6510 | 6997 | 2820 | 5 | 9 | 9 | 20 |

Oleson Road St. is North and South

ORE10 St. is East and West

Tabulated by

Computed by

Checked by

Checked by

**Oregon State Highway Department**

Traffic Engineering Division

Accident Analysis

# COLLISION DIAGRAM

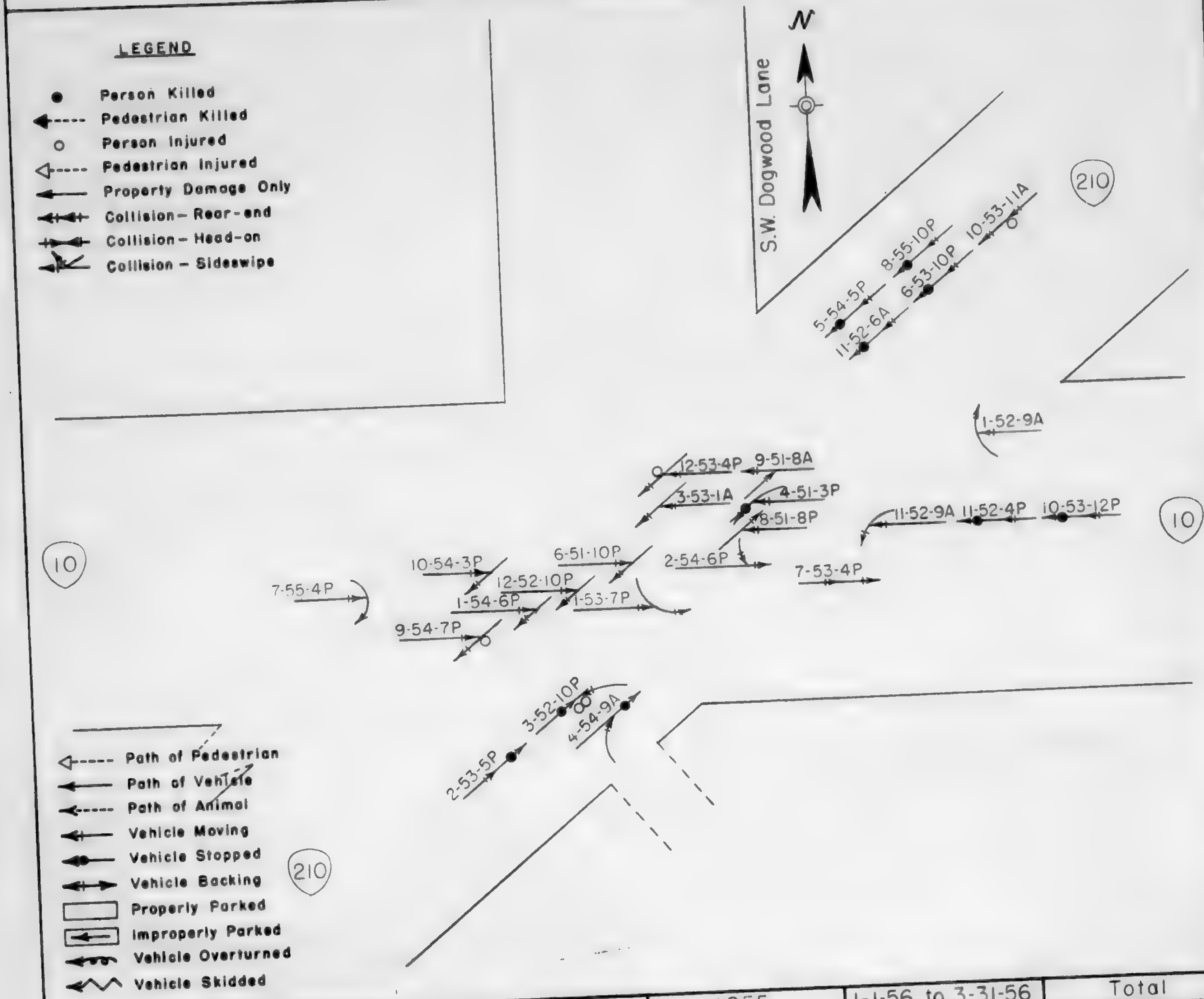
City of East of Beaverton County Washington

Intersection of Beaverton-Hillsdale Hwy. and Scholls Ferry Road

Highway Number 40 (Ore 10) 143 (Ore 210)

Period Covered 1-1-51 3-31-56

Compiled by C.S. Drawn by A.B.C. Date 5-23-56

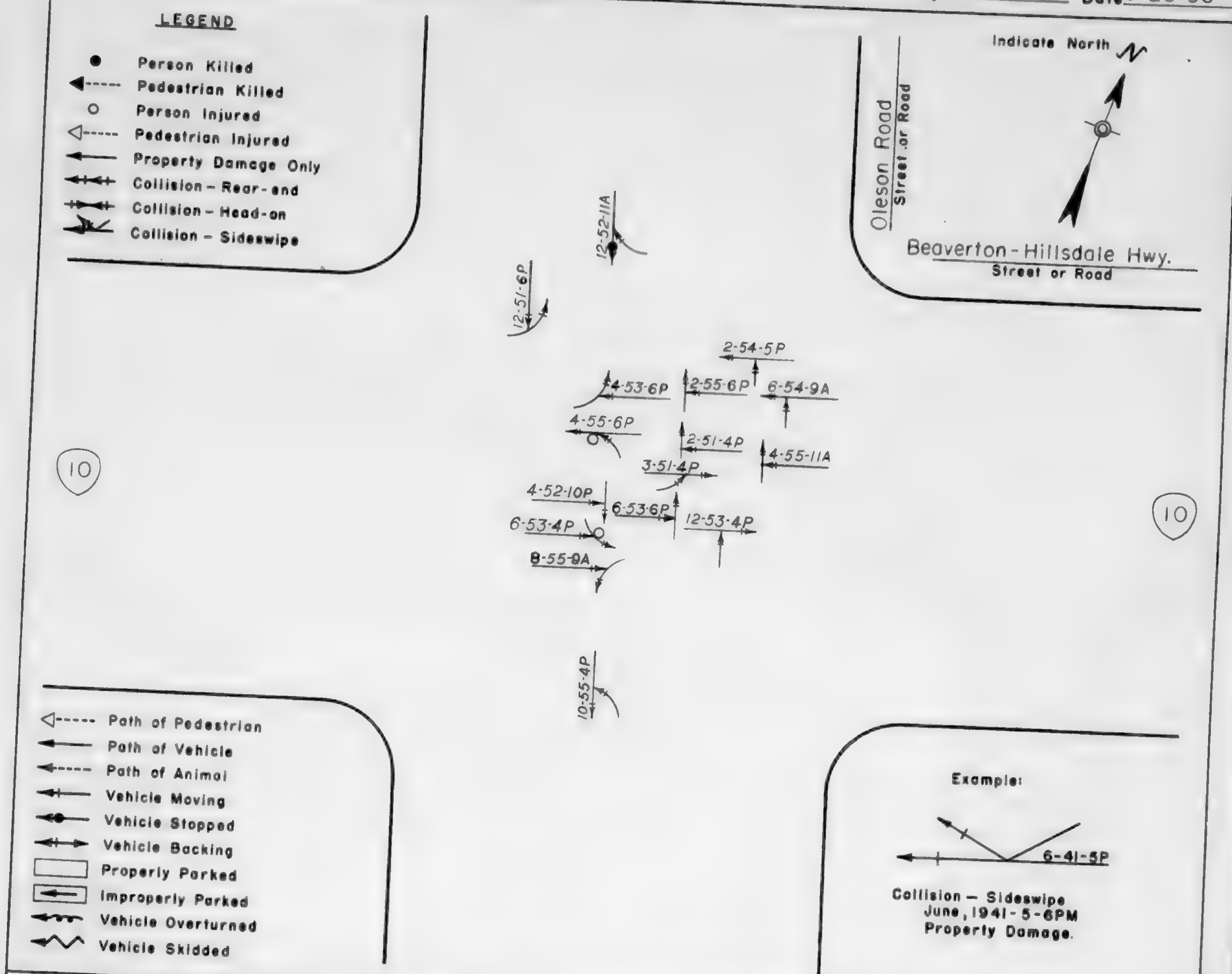


| Collision Type | 1951 - 1952 | | | | 1953 - 1954 | | | | 1955 | | | | 1-1-56 to 3-31-56 | | | | Total | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | Fatal | Non-fatal | Prop. Damage | Total | Fatal | Non-fatal | Prop. Damage | Total | Fatal | Non-fatal | Prop. Damage | Total | Fatal | Non-fatal | Prop. Damage | Total | Fatal | Non-fatal | Prop. Damage | Total |
| Angle | | | 4 | 4 | | 2 | 3 | 5 | | | | | | | | | | 2 | 7 | 9 |
| Head-on | | | | | | | | | | | | | | | | | | | | |
| Rear-end | | | 2 | 2 | | 1 | 5 | 6 | | | 1 | 1 | | | | | | 1 | 8 | 9 |
| Sideswipe | | | | | | | | | | | | | | | | | | | | |
| Turning Movement | | 1 | 3 | 4 | | | 3 | 3 | | | 1 | 1 | | | | | | 1 | 7 | 8 |
| Parking | | | | | | | | | | | | | | | | | | | | |
| Non-collision | | | | | | | | | | | | | | | | | | | | |
| Fixed Object | | | | | | | | | | | | | | | | | | | | |
| Pedestrian | | | | | | | | | | | | | | | | | | | | |
| Backing | | | | | | | | | | | | | | | | | | | | |
| Misc. | | | | | | | | | | | | | | | | | | | | |
| TOTAL | | 1 | 9 | 10 | | 3 | 11 | 14 | | | 2 | 2 | | | | 0 | | 4 | 22 | 26 |

**Oregon State Highway Department**
**Traffic Engineering Division**
**Accident Analysis**

# COLLISION DIAGRAM

City of East of Beaverton County Washington
Intersection of Beaverton-Hillsdale Hwy and Oleson Road
Highway Number 40 (Ore 10) M.P. 3.51
Period Covered 1-1-51 3-31-56
Compiled by C.S. Drawn by A.B.C. Date 5-23-56



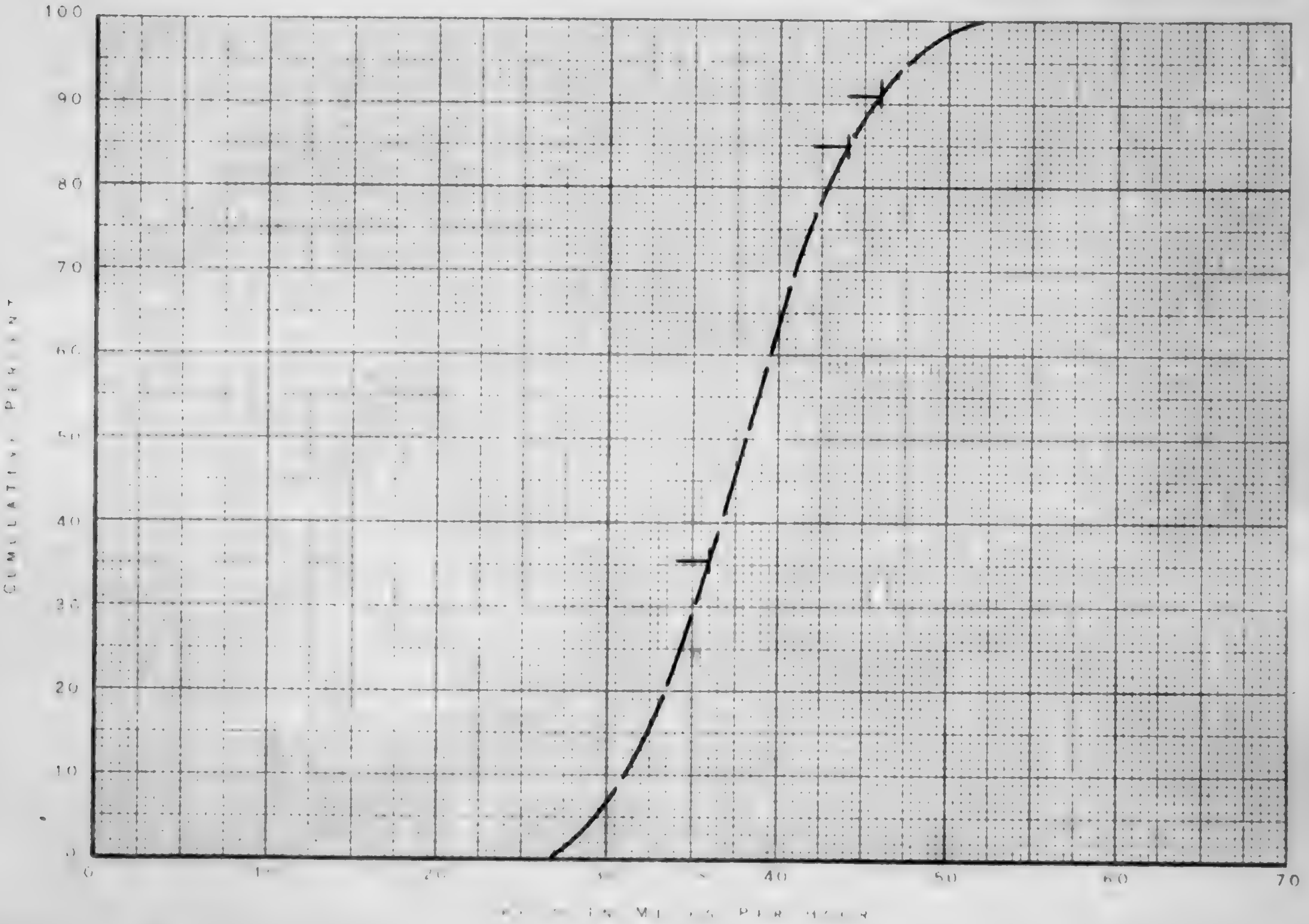
| Collision Type | 1951 - 1952 | | | | 1953 - 1954 | | | | 1955 | | | | 1-1-56 to 3-31-56 | | | | Total | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | Fatal | Non-fatal | Prop. Damage | Total | Fatal | Non-fatal | Prop. Damage | Total | Fatal | Non-fatal | Prop. Damage | Total | Fatal | Non-fatal | Prop. Damage | Total | Fatal | Non-fatal | Prop. Damage | Total |
| Angle | | | 2 | 2 | | | 4 | 4 | | | 2 | 2 | | | | | | | 8 | 8 |
| Head-on | | | | | | | | | | | | | | | | | | | | |
| Rear-end | | | | | | | | | | | | | | | | | | | | |
| Sideswipe | | | | | | | | | | | | | | | | | | | | |
| Turning Movement | | | 3 | 3 | | 1 | 1 | 2 | | 1 | 2 | 3 | | | | | | 2 | 6 | 8 |
| Parking | | | | | | | | | | | | | | | | | | | | |
| Non-collision | | | | | | | | | | | | | | | | | | | | |
| Fixed Object | | | | | | | | | | | | | | | | | | | | |
| Pedestrian | | | | | | | | | | | | | | | | | | | | |
| Backing | | | | | | | | | | | | | | | | | | | | |
| Misc. | | | | | | | | | | | | | | | | | | | | |
| TOTAL | | | 5 | 5 | | 1 | 5 | 6 | | 1 | 4 | 5 | | | | 0 | | 2 | 14 | 16 |

Form E-260 — 2M — 11-45

OREGON STATE HIGHWAY DEPARTMENT
TRAFFIC ENGINEERING DIVISION
PASSENGER VEHICLE SPEEDS

HIGHWAY ROUTE NO. ORE10
HIGHWAY NO. 40
MILE POST 3.59
GENERAL LOCATION 100 feet west of Scholla Ferry Road, east of Beaverton

DATE May 22, 1956
TIME 11:00 A.M. TO 3:45 P.M.
PAVEMENT CONDITION Dry
NUMBER IN SAMPLE 76
BOUND
— — West BOUND



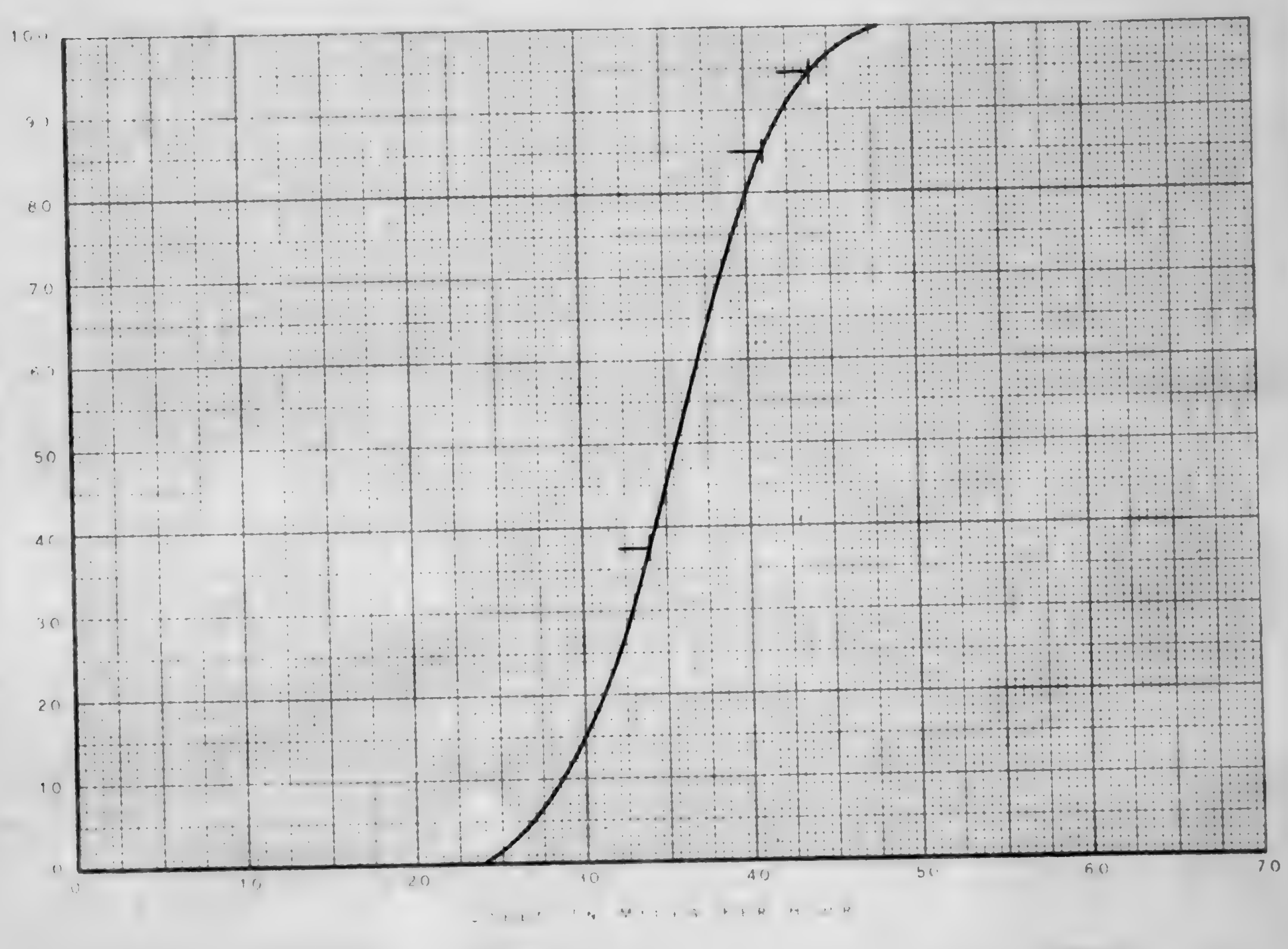
West BOUND

[illegible] 44.0
[illegible] 36-46
[illegible] 52

OREGON STATE HIGHWAY DEPARTMENT
TRAFFIC ENGINEERING DIVISION
PASSENGER VEHICLE SPEEDS

HIGHWAY ROUTE NO. ORE10
HIGHWAY NO. 40
MILE POST 3.49
GENERAL LOCATION 100 Feet East of
Oleson Road - East of Beaverton

DATE May 22, 1956
TIME 11:00 a.m. TO 3:45 pm
PAVEMENT CONDITION Dry
NUMBER IN SAMPLE 76
——— East BOUND
BOUND



| ITEM | East BOUND | BOUND |
|---|---|---|
| 85 PERCENTILE | 41.0 | |
| PACE LIMITS | 34-44 | |
| MAXIMUM | 48 | |

203-1063 2nd St.-5th St. (S. Milwaukie)1956
Sec. of 7th Ave.
#4800

RECEIVED
DEC 31 1956
FOR FILING

OREGON STATE HIGHWAY DEPARTMENT
(date)
December 13, 1956

| | | |
|---|---|---|
| (CONTRACT NO.) 203-1663 | (EST. NO.) | (CONTRACTOR) |
| 4800 | 2-Final | Inland Construction Co. |

| | | | |
|---|---|---|---|
| (VOUCHER NO.) | (WARRANT NO.) | (AMOUNT) | (DATE) |
| 27341 | H-168316 | $ 591.68 | 12/13/56 |

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

ACCOUNTING DIVISION

---

Specified completion Date: 18 Workdays from 9-1-56

Time Extensions: None

Completion Date: Oct. 3, 1956

Date Accepted: Nov. 8, 1956

Penalties: None of record

Claims: None of record

Remarks:

---

Date: 12-17-56

To the Accounting Division:

Release of the above warrant is hereby authorized

H. B. Glaisyer
H. B. Glaisyer
Secretary

Warrant Mailed: DEC 18 1956

Ruth Rawlings

RECEIVED
DEC 6 1956
FOR FILING

[illegible]

[illegible]

December 6, 1956

**CERTIFIED MAIL**

General Casualty Company of America
Portland Service Office
209 S. W. Fourth Ave.
Portland 4, Oregon

Attention: Mr. G. H. Burnett

Gentlemen:

State Highway Contract No. 4800 for work performed on 2nd St.-5th St. (S. Milwaukie), 7th Avenue (County Road in Clackamas County was completed by the contractor, Inland Construction Co. on October 3, 1956 and was formally accepted by the Highway Commission November 8, 1956.

Final payment in the amount of $591.68 will be released to the contractor on or after December 17, 1956. The total contract amount is $19,502.75, and no force account work was performed on the project.

The State is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisifed, and the State assumes no responsibility for such claims should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

rn

NOTED ON CARD
12-6-56

Form E-1—10M—1-56

-1063

[illegible]GON STATE HIGHWAY DEPARTM[illegible]T

# Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending October 6, 1956

Section 2nd - 5th St. (So. Milwaukie)

Kind of work Grading - Paving

Highway County Rd. (7th Ave.)

Section prefix 203-1063

Contractor Inland Construction Co.

Contract number 4800

Date of contract August 17, 1956

Date of completion 18 days begin Sept. 1, 1956

Date work started August 27, 1956

~~Estimated~~ date of completion October 5, 1956

Project authorization $ 20,736.23

Exclusive of Engineering $ 19,261.65

Per cent of time elapsed 88.8 %

Estimated cost of completed project, exclusive of engineering $ 19,839.45

Estimated per cent overrun or underrun 3.15 Un %

Per cent of contract completed, based on total contract price 100 %

Engineering authorization $ 1,474.58

Engineering cost to date $ 1,400.00, 94.94 %

Date project was completed October 3, 1956

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

On Monday the contractor prepared driveways for paving. Tuesday the driveways were paved. On Wednesday the shoulders were constructed, and the contractor considered completed. Friday the County forces oiled the shoulders.

Noted
M. N. Juve

NOTED
W. T. WRIGHT

NOTED
FORREST COOPER

NOTED
L. H. Young

RECEIVED
OFFICE OF
CONSTRUCTION ENGINEER

Signed Willard J. Scofield Resident Engineer
D.W.H.

Address P.O. Box 4699, Portland 2.

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

State Printing 92073

| | GRADING | SURFACING | MAINTENANCE MATERIALS | OIL AND BITUMINOUS MACADAM | PAVING |
|---|---|---|---|---|---|
| Miles in project | 0.2 | 0.2 | | | 0.2 |
| Miles partially completed | 0.2 | 0.2 | | | 0.2 |
| Miles completed | 0.2 | 0.2 | | | 0.2 |
| Total estimated quantities (contract) | 3,100 cy | 2,360 cy | | | 670 ton |
| Total quantities corrected to date | 3,300 cy | 2,273 cy | | | 720 ton |
| Estimated quantities moved or placed to date | 3,300 cy | 2,273 cy | | | 720 ton |
| Average daily quantities | | | | | |
| Average daily quantities necessary to complete project on time | | | | | |
| Number shifts per day | | | | | 1 |
| Hours per shift | | | | | 8 |
| Average force on project for week | | | | | 10 |

Men

Supervision

Men and trucks under 3 tons

Men and trucks over 3 tons

Men and tractors

Equipment used during week: Shovels .........., Power graders 1, Rollers 2, Mixers .........., Crushing or screening plants ..........

Compressors .........., Bulldozers .........., Compaction rollers .........., . . . . .........., . . . . .........., . . . . ..........

| | WEATHER | HRS. DELAY | CAUSE OF DELAY |
|---|---|---|---|
| Sunday | | | |
| Monday | Fair | | |
| Tuesday | " | | |
| Wednesday | " | | |
| Thursday | | | |
| Friday | | | |
| Saturday | | | |

RECEIVED
SEP 12 1956
FOR FILING

203-R-3

4.C

September 11, 1956

Inland Construction Company
6202 S. E. Harmony Road
Milwaukie, Oregon

Gentlemen:

We enclose herewith for your files a fully executed copy of contract No. 4800, which was awarded to you by the State Highway Commission on August 17, for grading and paving on the 2nd St.-5th St. (S.Milwaukie) Section of 7th Avenue (County Road) in Clackamas County.

We are also sending a copy of this contract to the surety on your performance bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encl.

Form A-169—5M—10-54

A

OREGON STATE HIGHWAY DEPARTMENT

# Price Agreement

APPLYING TO EXTRA WORK AND EXTRA MATERIAL

Project Name 2nd St. - 5th St.(S Milwaukie) Date August 28, 1956

Highway County Road (7th Ave) Contract No. 4800

County Clackamas Prefix 203-1063

Contractor Inland Construction Co. F. A. Project No. State

Address 6202 S.E. Harmony Rd. Milwaukie Price Agreement No. 1

For the below described extra work or extra material to be performed or furnished under the contract above referred to, the contractor agrees to accept payment at the prices given herein, understanding that, except as herein otherwise provided, the work is to be performed and the material is to be furnished in accordance with the specifications which form a part of the contract and in accordance with the instructions of the engineer.

Work to be done: Remove unclassified general excavation on roadbed.

Locations by station numbers: Throughout project

Names of pay items, estimated quantities and agreed prices:

| | | | |
|---|---|---|---|
| General Excavation, Unclassified | - | 3,800c.y. @ $1.00 ---- | $ 3,800.00 |
| Delete item #4 (General Excavation Unclassified) from the contract | - | 3,100c.y. @ .75 ---- | $ 2,325.00 |
| | | Total additional cost | $ 1,475.00 |

(Additional project cost approved by Clackamas Co. Court)

Specifications, basis of measurement and other provisions: Standard Specification to apply.

Price to include disposal of excavated material at no additional compensation for haul.

**INSTRUCTIONS**

After the signature of the contractor has been obtained, submit six copies (including original copy) to the Salem Office. After approval by the Assistant State Highway Engineer, approved copies will be sent to the Contractor, the Division Engineer, and the Resident Engineer.

This order does not constitute authority for expenditure until approved by the Assistant State Highway Engineer or State Highway Engineer.

| | |
|---|---|
| Project authorization | $ 20,763.23 |
| Present estimate of project cost, including $ 1,475.00 for work under this order | $ 20,763.23 |
| Expected under-run over-run (amount) | $ 000.00 |
| Expected under-run over-run (per cent) | |

Space to right of this line is for use of Salem Office

Submitted by: William J. [illegible] Resident Engineer

Approval Recommended: Johnson Division Engineer

Approval Recommended: [illegible] Construction—Bridge—Engineer

Signed: Inland Construction Co. Contractor

L. H. Gordon

Approved: [redacted] State Highway Engineer

State Printing 79481

[illegible]

# COUNTY OF CLACKAMAS

WALLACE R. TELFORD, Judge
STAN SKOKO, Commissioner
DARRELL JONES, Commissioner

## COUNTY COURT

OREGON CITY 2641
OLIVE 4-6591

COUNTY COURT HOUSE OREGON CITY, OREGON

August 24, 1956

Mr. A. G. Skelton, Division Engineer
Oregon State Highway Department
Box 4699, Sellwood Station
Portland 2, Oregon

Dear Mr. Skelton:

Permission is herewith granted to modify plans of the proposed Seventh Avenue, road improvement section between Second Street and Fifth Street south of Milwaukie in accordance with the verbal discussion of Mr. Vern Moehnke, Clackamas County Road Supervisor; Stan Skoko, County Commissioner and Mr. Scofield of the State Highway Department which took place on August 22 on the site, said conversation pertaining to the extension of the project from the southerly point and extending said project the distance necessary to establish proper grade on Seventh Avenue thus eliminating the proposed fill which was to be constructed between Fourth and Fifth Streets on this project.

Permission is further granted to modify such cost of the project, within reason, which will allow the completion of the changed plan of this improvement.

Yours very truly,

CLACKAMAS COUNTY COURT

Wallace R. Telford
County Judge

Stan Skoko
Commissioner

✓
Commissioner

RECEIVED
AUG 29 1956
OFFICE OF
DIVISION ENGINEER
DIVISION NO. 1

SS/dab

COUNTY OF CLACKAMAS
COUNTY COURT

WALLACE R. TELFORD, Judge
STAN SKOKO, Commissioner
DARRELL JONES, Commissioner

OREGON CITY 2641
OLIVE 4-6591

COUNTY COURT HOUSE OREGON CITY, OREGON

September 4, 1956

Mr. A. G. Skelton, Division Engineer
Oregon State Highway Department
P. O. Box 4699, Sellwood Station
Portland 2, Oregon

Dear Mr. Skelton:

Mr. Scofield advised us a few days ago that the contractor is requesting a sum of $1.00 per cubic yard or approximately $1,500 additional for the excavation and removal of material on the Seventh Avenue job, this being due to the change of plans at the intersection of River Road at Fifth Street.

The County Court members are of the opinion that this is a reasonable charge for the removal of said fill material and we hereby approve of the corrected amount for the project.

Sincerely,

CLACKAMAS COUNTY COURT

Wallace R. Telford
County Judge

Commissioner

Darrell Jones
Commissioner

WRT/dab

RECEIVED
AUG 30 1956
FOR FILING

2

4800

53

MISC. CONTRACTS and
AGREEMENTS No. 1721

Salem, Oregon
August 24, 1956

Assignment No. 53
(Clackamas County Road Project)

Mr. John W. Cattrall
City & County Relations Dept.
Office

Attached hereto for further handling is a conformed copy of an agreement with Clackamas County covering the 2nd Street-5th Street (S. Milwaukie) Section of 7th Avenue in Clackamas County.

A fully executed copy of the above agreement has been retained in this office for the Commission's files and one fully executed copy has been sent to the County Court of Clackamas County.

Secretary

rn
Attach: 1

FORM E30—50M—2-55—82966

**OREGON STATE HIGHWAY DEPARTMENT**

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
August 10, 1956

**SUBJECT:** Assignment No. 53
(Clackamas County Road Project)

**To:** Mr. G. S. Paxson
OFFICE

Attached are three copies of an agreement covering the 2nd Street-5th Street (S. Milwaukie) Section of 7th Avenue in Clackamas County.

Two copies of the agreement have been executed by the county and are now ready for presentation to the Highway Commission for signature.

This completes Assignment No. 53.

John D. Graham

John D. Graham
Office Engr., County & City Relations

JDG:mm
Att.

APPROVED
G S Paxson
ASST. STATE HIGHWAY ENGINEER
Date Aug. 13, 1956

RECEIVED
AUG 10 1956
OFFICE OF
STATE HIGHWAY ENGINEER

Bids to be received Aug 17. 1956
County pays entire cost of project.

## ASSIGNMENT

Date: 8/8/56 No. 53 By gsp

Description: Agreement with Clackamas Co. re paving on 2nd St.-5th St. (S.Milwaukie) Section, 7th Avenue (Co. Road).

Acknowledged by_____ Referred to Cattrall ✓

__Investigate and report with recommendation
__Such action as necessary and report
__Comment or recommendation
__Return with rough draft of reply
__Prepare reply for signature of Mr.________
__Contact correspondent and report

Remarks: Please furnish Exhibit "A", check, and if okay secure signatures of county officials.

PLEASE RETURN TO G. E. PAXSON

Executed 8-13-56 Report Received________

---

HIGHWAY DEPARTMENT
MENT CORRESPONDENCE

lem, Oregon
gust 7, 1956

SUBJECT: Clackamas County Project
2nd Street-5th Street (S. Milwaukie)
Section, 7th Avenue (County Road)

r

ix copies of a proposed agreement
as County relative to the paving
et (South Milwaukie) Section of
Clackamas County. This agreement
b your request dated August 2, 1956.

to be made a part of this agreement
and City Relations Division.

Robert P. Amacher
ROBERT P. AMACHER
Assistant Attorney

RPA:dm

Attach.

FORM E30—12½M—8-55—88209

# OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
August 7, 1956

**SUBJECT:** Clackamas County Project
2nd Street-5th Street (S. Milwaukie)
Section, 7th Avenue (County Road)

To: G. S. Paxson
Assistant State Highway Engineer
Office

L

Attached hereto are six copies of a proposed agreement to be entered into with Clackamas County relative to the paving on the Second Street-Fifth Street (South Milwaukie) Section of Seventh Avenue (County Road) in Clackamas County. This agreement has been prepared in response to your request dated August 2, 1956.

Exhibit "A" which is to be made a part of this agreement will be supplied by the County and City Relations Division.

Robert P. Amacher
ROBERT P. AMACHER
Assistant Attorney

RPA:dm

Attach.

RECEIVED
AUG 9 1956

A

RECEIVED
AUG 27 1956
FOR FILING

263-1063

4[illegible]

August 24, 1956

County Court of Clackamas County
Court House
Oregon City, Oregon

Gentlemen:

We are enclosing herewith for the records and files of Clackamas County a fully executed copy of an agreement between the State Highway Commission and Clackamas County covering the 2nd Street-5th Street (S. Milwaukie) Section of 7th Avenue in Clackamas County.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

rn
Enc.

S-324(1) Slate Creek Bridge on the 1956
Redwood Hwy., at Wilderville
#4301

Form A-150—100M—7-56

# INVOICE

# Oregon State Highway Department

SALEM, OREGON

NOTED
Harold C. Ayers

Invoice No. 50943

Josephine County
Grants Pass, Oregon

Contract 4801
8-32961

RECEIVED
JUN [illegible] 1957

Date June 7, 1957

Your Req. No.

Billing Request No. 00-331

Credit distribution: 517-1026-297

---

Final billing on Slate Creek (Wilderville) Bridge, FAS 266, covered by agreement dated August, 1956.

| | | |
|---|---|---|
| Original Advance Deposit | $4,320.00 | |
| Less amount previously transferred | 3,320.00 | |
| Balance in advance deposit fund | | $1,000.00 |
| County share total cost as per attached statement | 4,146.81 | |
| Less amount previously transferred | 3,820.00 | |
| Balance | | 326.81 |
| To be refunded | | $ 673.19 |

NOTED
C. G. [illegible]

State Printing 96055

John F. Hagemann
Asst. Engr., County and City Relations

JFH:mm
Att.

NOTED
JOHN D. GRAHAM

NOTED
C. G. SWENSON

NOTED
V. R. JONES

NOTED
Harold C. Ayers

June 7, 1957

Josephine County Court
Courthouse
Grants Pass, Oregon

NOTED
John F. Hagemann

Gentlemen:

Final costs on the Slate Creek (Wilderville) Bridge on FAS 266 are now available and it has been determined that the agreed county share of the costs is $4,146.81 as shown in the attached statement. As the county initially deposited $4,820, a refund of $673.19 is due. This refund will be made by means of a check from our accounting division within the next few days.

Very truly yours,

W. C. Williams
State Highway Engineer

By

John F. Hagemann
Asst. Engr., County and City Relations

JFH:mm
Att.

NOTED
JOHN D. GRAHAM

NOTED
C. G. SWENSON

OREGON STATE HIGHWAY DEPARTMENT

Completed 1/8/57
ITEMIZED STATEMENT OF FINAL COSTS

County Josephine Contract No. 4801 Date 6/5/57

FAS 266 Section Slate Creek Bridge

PAYMENTS TO CONTRACTOR

| Item | Unit | Unit Price | Total Qty. | Total Cost |
|---|---|---|---|---|
| 1. Remove old bridge | all | $1,[illegible] | all | $ 1,[illegible] |
| 2. Structural excavation | c.y. | 4.00 | 96.7 | 386.80 |
| 3. Class A concrete | c.y. | 62.00 | 210.35 | 13,041.62 |
| 4. Metal reinforcement | lb. | 0.13 | 42,[illegible]8 | 5,5[illegible]5.67 |
| 5. 8" metal drain pipe | L.F. | 4.00 | 10-1/2 | 42.00 |
| PA#1 Cement adjustment | bbl. | 4.15 | 6.9 | 28.64 |
| Subtotal | | | | $20,414.73 |
| Construction Engineering | | | | $ 1,136.89 |
| TOTAL CONSTRUCTION COSTS | | | | $21,551.62 |
| FEDERAL FUNDS COLLECTED FOR PROJECT | | | | $13,258.00 |

AGREED COUNTY SHARE TOTAL COSTS
(50% of difference between total costs and federal funds)
($21,551.62 - $13,258) x 1/2 = $4,146.81

| | |
|---|---|
| County Advance Deposit | $4,620.00 |
| Less County Share Costs | 4,146.81 |
| REFUND DUE COUNTY............. | $ 473.19 |

JPH:mm

RECEIVED
FEB 5 1957
FOR FILING
S-2240)

OREGON STATE HIGHWAY DEPARTMENT
(date)
January 31, 1957

|  |  |  |  |
|---|---|---|---|
| (CONTRACT NO.) | (EST. NO.) | (CONTRACTOR) |  |
| 4801<br>4801 | 4-Final | Ausland Construction Co. |  |
| (VOUCHER NO.) | (WARRANT NO.) | (AMOUNT) | (DATE) |
| 1979 | H-172316 | $ 2,075.36 | 1/31/57 |

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

Ruth Rawlings
ACCOUNTING DIVISION

---

Specified completion Date: 100 Workdays from 8-31-56

Time Extensions: None

Completion Date: Jan. 8, 1957

Date Accepted: Jan. 22, 1957

Penalties: None of record

Claims: None of record

Remarks:

---

Date: 2-4-57

To the Accounting Division:

Release of the above warrant is hereby authorized

H. B. Glaisyer
Secretary

Warrant Mailed: FEB 4 1957
Ruth Rawlings

NOTED ON CARD

January 29, 1957

Josephine County Court
Courthouse
Grants Pass, Oregon

NOTED
Harold C. Ayers

Gentlemen:

This is to advise you that work on Contract No. 4801 for constructing the Slate Creek (Wilderville) Bridge Section of FAS 266 was completed on January 8, 1957.

Under the terms of the maintenance agreement signed by the Court on August 10, 1956, and by the Highway Commission on August 17, 1956, the County assumed maintenance of and continued jurisdiction over the above project as of the date of completion.

Very truly yours,

W. C. Williams
State Highway Engineer

By

Clarence G. Swenson
Acting Engr., County & City Relations

JDG:mm

NOTED
JOHN D. GRAHAM

NOTED
C. G. SWENSON

RECEIVED
JAN 29 1957
FOR FILING
S.224(1)
4:11

January 25, 1957

CERTIFIED MAIL

General Casualty Company of America
Portland Service Office
209 S. W. Fourth Ave.
Portland 4, Oregon

Attention: Mr. G. H. Burnett

Dear Sir:

State Highway Contract No. 4801 for work performed on the Slate Creek Bridge on the Wilderville-Grants Pass Highway in Josephine County was completed by the contractor, Ausland Construction Company, on January 8 and was formally accepted by the Highway Commission on January 22, 1957.

Final payment in the amount of $2,075.36 will be released to the contractor on or after February 4, 1957. The total contract amount is $20,514.73 and no force account work was performed on the project.

The state is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

NOTED ON CARD

CPRO-2297

RECEIVED
NOV 20 1956
FOR FILING

FORM PR 3 (October 1954)
U. S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

S-324 (1)

State Oreg.
County Josephine
Project No. S-324(1)

# PROJECT AGREEMENT FOR SECONDARY ROAD UNDER 1954 SECONDARY ROAD PLAN

MEMORANDUM OF AGREEMENT made this 15th day of November 1956, by and between The Oregon State Highway Commission, constituting for the purpose hereof the Highway Department of the State of Oregon, hereinafter called the Highway Department, and the Commissioner of Public Roads, Bureau of Public Roads, Department of Commerce, hereinafter called the Commissioner, pursuant to the provisions of the Act of Congress approved July 11, 1916 (39 Stat., 355), as amended and supplemented.

WITNESSETH:

WHEREAS, the Highway Department of said State has submitted a program, which was approved on the 19th day of June, 1956, for the project hereinafter described; and

WHEREAS, the Highway Department has furnished a contract estimate or force account estimate for said project; and

WHEREAS, State or local funds have been made available for the project in accordance with the requirements of the aforesaid Act of July 11, 1916, as amended and supplemented.

NOW, THEREFORE, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Commissioner do hereby mutually agree as follows:

## WORK EMBRACED IN PROJECT

ARTICLE I. This agreement covers the following work as briefly described in the program:

Being 0.024 miles of bridge construction, (Character of work)

between FA Rte. 17 at Wilderville and a point on FAS 280 approximately 2 miles southwest of Grants Pass, (Control points) consisting of 0.000 miles of roadway and one (Number) bridge~~s~~ totaling 0.024 miles in length.

## CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE II. The Highway Department will construct or cause to be constructed to final completion said project under its direct supervision, which shall include adequate inspection throughout the course of construction, and in accordance with the standards and procedures approved by the Commissioner under its 1954 Secondary Road Plan.

## UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE III. The United States pro rata share of the cost of the project covered by this agreement shall not in any event exceed the sum of fourteen thousand, six hundred and 00/100 dollars ($ 14,600.00), which does not exceed the authorized United States pro rata share of the approved total estimated cost of said project, which is twenty three thousand, five hundred seventy eight and 50/100 dollars ($ 23,578.50).

## PAYMENTS

ARTICLE IV. As the work on said project progresses, or upon its completion, and upon receipt of vouchers from the Highway Department, the Commissioner shall from time to time submit schedules of vouchers certified by him to the Secretary of the Treasury for payment to the official or depository authorized under the laws of said State and designated by the Highway Department to receive public funds.

The Commissioner reserves the right to withhold such sums as he may deem necessary to insure completion of the work in compliance with this agreement.

## MAINTENANCE OF PROJECT

ARTICLE V. The Highway Department will be responsible for the maintenance of said project in compliance with said Act of July 11, 1916, as amended and supplemented, and will use every means within its power to insure proper and permanent maintenance thereof.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures as of the day and year first above written.

OREGON STATE HIGHWAY COMMISSION
(Official title of Highway Department)
By
Chairman, State Highway Commission
(Title)
By
Member, State Highway Commission
(Title)
By
Member, State Highway Commission
(Title)

RECOMMENDED FOR APPROVAL:
STATE HIGHWAY ENGINEER

COMMISSIONER OF PUBLIC ROADS
By
Division Engineer, Bureau of Public Roads

—33205

November 9, 1956

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

We are forwarding two copies of project agreement, signed by the Highway Commission, for the Slate Creek (Wilderville) Bridge Section, Project No. S-324(1).

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

RWC:bb

4801

# PROJECT AGREEMENT

DESCRIPTION: (JOB, SECTION AND HIGHWAY)

Creek (Wilderville) Bridge Section
Wilderville - Grant's Pass Hwy
Josephine County

NATURE OF WORK:

structure

CONTRACT NUMBER, CONTRACTOR AND DATE OF AWARD:

4801 Ausland Constr. Co. 8-21-56

DATE OF COMPLETION:

100 Workdays from 8-31-56

REMARKS:

October 2, 1956

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

We are enclosing four copies of estimate as a basis for project agreement for the Slate Creek (Wilderville) Bridge Section, Project No. S-324(1).

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

RHC:ia

Encl.

Oregon State Highway Department

Federal Aid Secondary
Project No. S-324(1)

## SLATE CREEK (WILDERVILLE) BRIDGE SECTION OF THE WILDERVILLE-GRANTS PASS ROAD IN JOSEPHINE COUNTY

(Estimate as a basis for project agreement. Based on low bid prices.)

Salem, Oregon, September 28, 1956

Type Code X021
Slate Creek Bridge (Sta. 0+84.45 to Sta. 2+12.45)(Contract No. A801)

| | | | |
|---|---|---|---|
| All Required | Removal of Old Bridge | | $ 1,500.00 |
| 80 cu. yds. | Structural Excavation | $4.00 | 320.00 |
| 220 cu. yds. | Class "A" Concrete | 62.00 | 13,640.00 |
| 45,000 lbs. | Metal Reinforcement | 0.131 | 5,895.00 |
| 20 lin. ft. | 8 Inch Metal Drain Pipe | 4.00 | 80.00 |
| | Subtotal | | $21,435.00 |
| | 10% Engr. & Cont. | | 2,143.50 |
| | Total | | $23,578.50 |

Length of Structure 0.024 Mile

| | |
|---|---|
| Federal Funds. . . . . . . . . . . . . . . . . . . . . . . . . . . | $14,600.00 |
| State Funds. . . . . . . . . . . . . . . . . . . . . . . . . . . . | 4,489.25 |
| County Funds . . . . . . . . . . . . . . . . . . . . . . . . . . . | 4,489.25 |
| | $23,578.50 |

State Funds for Const.: Chap. 175, Laws 1917; Chap. 31, Laws 1920;
Chap. 529, Laws 1939.

Funds For Maint.: Chap. 529, Laws 1939.

Note: Necessary funds have been deposited with the Highway Department by Josephine County.

FORM E30—50M—2-55—82986

# OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
August 27, 1956

**SUBJECT:** County FAS Projects
August 16-17 Letting

**To:** Mr. S. H. Probert
OFFICE

Attention: Mr. J. W. Nash

The following county FAS projects, upon which bids were received August 16th and 17th, are covered by agreements which require collection of the full federal participation on total costs up to the sum set after each project:

| County | Section | Project | Amount |
|---|---|---|---|
| Hood River | Indian Creek-Windmaster Corner | S-315(1) | $ 35,000 |
| Josephine | Slate Creek Bridge | S-324(1) | $ 25,000 |
| Klamath | Lost River and Main Canal Bridges | S-316(1)<br>S-317(1) | $106,000 |
| Union | Iowa School-La Grande | S-326(1) | Federal funds<br>Programed<br>$ 72,000 |

John F. Hagemann

John F. Hagemann
Asst. Engr., County & City Relations

JFH:mm

RECEIVED
SEP 12 1956
FOR FILING

S-324 (1)

4.1

September 11, 1956

Ausland Construction Company
P. O. Box 437
Grants Pass, Oregon

Gentlemen:

We enclose herewith for your files a fully executed copy of contract No. 4801, which was awarded to you by the State Highway Commission on August 21, covering Slate Creek Bridge on the Wilderville-Grants Pass Highway in Josephine County.

We are also sending a copy of this contract to the surety on your performance bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encl.

Form A-150—10M—0-36

# INVOICE

# Oregon State Highway Department

SALEM, OREGON

Josephine County
Grants Pass, Oregon

Attn: County Court

NOTED
V. R

NO

NOTED
J. W. CATTRALL

*Invoice No.* 47103
*Date* August 28, 1956
*Your Req. No.*
*Billing Request No.* CC-259
*Credit distribution.* 517-1026-297

---

| | |
|---|---|
| Advance Deposit | 4,820.00 |
| Partial transfer county's share total cost.<br>Slate Creek (Wilderville) Bridge, FAS 266, Josephine County.<br>Covered by agreement dated August, 1956. | 3,820.00 |
| To be retained | $1,000.00 |

RECEIVED
AUG 29 1956
ENGINEER
COUNTY & CITY RELATIONS

ACKNOWLEDGMENT OF BILLING REQUEST

[illegible] Request $

By

State Printing 88944

John W. Cattrall
Engineer, County and City Relations

JWC:mm

NOTED
Harold C. Ayers

NOTED
J. W. CATTRALL

August 2 , 1956

Josephine County Court
Courthouse
Grants Pass, Oregon

NOTED
V. R. JONES

NOTED
J. F. HAGEMANN

Gentlemen:

I wish to acknowledge receipt of Josephine County warrant no. 56876 for $4,820, the advance deposit on the Slate Creek (Wilderville) Bridge on FAS 266. A copy of the contract will be forwarded to you within the next few days.

Very truly yours,

W. C. Williams
State Highway Engineer

By

John W. Cattrall
Engineer, County and City Relations

JWC:mm

Salem, Oregon
August 21, 1956

Slate Creek (Wilderville) Bridge
FAS 266, Josephine County

Mr. P. M. Stephenson
OFFICE

Josephine County has made the required deposit on the Slate Creek Bridge project. This project is now clear and the contract may be awarded.

John W. Cattrail
Engineer, County and City Relations

JWC:mm

cc: S. H. Probert
G. S. Paxson

FRED W. RICHARDS
COMMISSIONER

RAYMOND A. LATHROP
JUDGE

J. P. McCOURTNEY
COMMISSIONER

*Josephine County, Oregon*
**COUNTY COURT**
GRANTS PASS, OREGON

NOTED
J. W. CATTRALL

August 20, 1956

Mr. John W. Cattrall,
Engineer,
County and City Rlations,
Oregon State Highway Department,
Salem, Oregon.

Re: Slate Creek (Wilderville) Bridge
FAS 266

Dear Mr. Cattrall:

Enclosed you will find a check drawn on the Treasurer of Josephine County in the sum of $4820.00 which comprises the 20% advance deposit which the county must make before the awarding of a contract.

Thank you for your courtesy in this matter. With kindest personal regards.

Yours very truly

JOSEPHINE COUNTY COURT

J P McCourtney
by J. P. McCourtney
County Commissioner

County warrant no 56876 for
$4820.00 to Acctg Div. 8-21-56
F Query

JPMcC:mf
Enc.

RECEIVED
AUG 21 1956
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
AUG 21 1956
[illegible]

August 16, 1956

NOTED
J. W. CATTRALL

Josephine County Court
Courthouse
Grants Pass, Oregon

Gentlemen:

On August 16th the Highway Commission received a satisfactory bid from the Ausland Construction Company of Grants Pass for construction of the Slate Creek (Wilderville) Bridge on FAS 266. In accordance with the agreement between county and state the following advance deposit is required from the county prior to award of a contract:

| | |
|---|---|
| Bid items | $21,435.00 |
| 12-1/2% Engr. & contingencies | 2,679.38 |
| Estimated Total Cost.............. | $24,114.38 |
| Advance Deposit of 20%........ .... | $ 4,820.00 |

Please make this deposit by means of a check or warrant payable to the Oregon State Highway Commission in the amount of $4,820, forwarding same to this office. Upon receipt of said deposit a contract will be awarded.

Very truly yours,

W. C. Williams
State Highway Engineer

By

John W. Cattrall
Engineer, County and City Relations

JFH:mm

Warrant # 56 876 for $4820
deposited 8-21-56

RECEIVED
AUG 27 1956
FOR FILING

| |
|---|
| S-324(1) |
| |
| 4801 |

August 24, 1956

County Court of Josephine County
Court House
Grants Pass, Oregon

Gentlemen:

We are enclosing herewith for the records and files of Josephine County one fully executed copy each of a maintenance and finance agreement between the State Highway Commission and Josephine County covering the Slate Creek(Wilderville) Bridge Section, S. 324(1), FAS 266.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

rn
Enc. 2

RECEIVED
AUG 30 1956
FOR FILING

S-324(1)

44

Maint. - 287
2u - 138

Salem, Oregon
August 24, 1956

**Josephine County Agreement**
**Slate Creek (Wilderville) Bridge Section**
**S-324(1), FAS 266**

Mr. John W. Cattrall
City & County Relations Dept.
Office

Attached hereto are four certified copies of a maintenance agreement and one conformed copy of a finance agreement with Josephine County covering the Slate Creek (Wilderville) Bridge Section, S-324(1), FAS 266.

A fully executed copy of each of the above agreements has been retained in this office for the Commission's files and one of each has been sent to the County Court of Josephine County.

Secretary

rn
Attach: 5

RECEIVED
AUG 30 1956
FOR FILING

| |
|---|
| S-324(1) |
| |
| 421 |

f.21

Maint.-217
Fin-138

Salem, Oregon
August 24, 1956

Josephine County Agreement
Slate Creek (Wilderville) Bridge Section
S-324(1), FAS 266

Mr. John W. Cattrall
City & County Relations Dept.
Office

Attached hereto are four certified copies of a maintenance agreement and one conformed copy of a finance agreement with Josephine County covering the Slate Creek (Wilderville) Bridge Section, S-324(1), FAS 266.

A fully executed copy of each of the above agreements has been retained in this office for the Commission's files and one of each has been sent to the County Court of Josephine County.

Secretary

rn
Attach: 5

FORM E30—60M—2-55—62996

# OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
August 14, 1956

SUBJECT: Josephine County Agreements
Slate Creek (Wilderville) Bridge Section
S-324(1), FAS 266

To: Mr. G. S. Paxson
OFFICE

Attached are three copies of a finance agreement covering the subject named project.

Two copies of the agreement have been executed by the Court and are now ready for presentation to the Highway Commission for signature. Both copies require your signature of approval.

Also attached are six copies of a maintenance agreement covering the same project. After signature by the Highway Commission please return four either fully executed or certified true copies to this office for transmittal to the B.P.R.

This project was approved by the Highway Commission on June 4, 1956.

John D. Graham
John D. Graham
Office Engr., County & City Relations

JDG:mm
Att.

APPROVED
G S Paxson
ASST. STATE HIGHWAY ENGINEER
Date Aug 14 1956

AUTHORIZED BY HIGHWAY COMMISSION
DATE 6-4-56 Minute Page 33
Secretary

RECEIVED
AUG 14 1956
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
AUG 22 1956
FOR FILING

5-324 CP

4111

**OREGON STATE HIGHWAY DEPARTMENT**
INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
August 21, 1956

SUBJECT: Slate Creek (Wilderville) Bridge
FAS 266, Josephine County

To: Mr. P. M. Stephenson
OFFICE

Josephine County has made the required deposit on the Slate Creek Bridge project. This project is now clear and the contract may be awarded.

John W. Cattrall
John W. Cattrall
Engineer, County and City Relations

JWC:mm

cc: S. H. Probert
G. S. Paxson

NOTED
G. S. PAXSON

RECEIVED
AUG 21 1956
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
SEP 11 1956
FOR FILING

S-324 (1)

1, 71

August 21, 1956

Ausland Construction Co.
P. O. Box 437
Grants Pass, Oregon

Gentlemen:

The State Highway Commission on August 16, 1956 accepted your proposal for construction of the Slate Creek Bridge on the Redwood Highway at Wilderville in Josephine County for the sum of $21,435.00 and referred it to the State Highway Engineer with authority to award the contract to you as soon as certain conditions had been fulfilled. This note is to inform you that such conditions have now been satisfied and that the State Highway Engineer today awarded you the contract in conformity with the Commission's authorization. This project has been assigned Contract No. 4601.

Contract forms are now being prepared in this office and will be mailed to you shortly for execution.

This confirms my wire to you of this date.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

blm

cc Pacific Builder & Engineer, Inc.
2418 Third Ave.
Seattle 1, Wash.
Attention: Dorothy McCormack

NOTED
J Mc C.

R. G. Savage, SMAC
Tom Edwards
S. H. Probert
P. M. Stephenson

| DOMESTIC SERVICE<br>Check the class of service desired; otherwise this message will be sent as a fast telegram | |
|---|---|
| TELEGRAM | |
| DAY LETTER | |
| NIGHT LETTER | |

S
S
E

# WESTERN UNION
## TELEGRAM

W. P. MARSHALL, PRESIDENT

1206 (4-55)

| INTERNATIONAL SERVICE<br>Check the class of service desired; otherwise the message will be sent at the full rate | |
|---|---|
| FULL RATE | |
| LETTER TELEGRAM | |
| SHORE SHIP | |

| NO. WDS.-CL. OF SVC. | PD. OR COLL. | CASH NO. | CHARGE TO THE ACCOUNT OF | TIME FILED |
|---|---|---|---|---|
| | | | | |

*Send the following message, subject to the terms on back hereof, which are hereby agreed to*

Salem, Oregon
Aug. 21, 1956
3:00 p.m.

Ausland Construction Co.
P. O. Box 437
Grants Pass, Oregon

Contract for construction of Slate Creek Bridge on Redwood Highway at Wilderville in Josephine County for which you submitted low bid on August 16, 1956 awarded you today. Contract forms follow shortly.

H. B. Glaisyer, Secretary

cc: Confirmation
Accounting (5003-900)
Files ✓
C. W. Head

---

The maintenance agreement and encroachment resolution are standard forms required by the Bureau of Public Roads.

The set of plans and specifications is for your information and records.

If satisfactory, please sign, have the County Clerk attest, with seal, and return all copies of each agreement and five copies of the resolution to this office. After signature by the Highway Commission a fully executed copy of each agreement will be returned for the county's records. All documents should be mailed so as to arrive in Salem not later than August 13th.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

John W. Cattrall
Engineer, County and City Relations

JFH:mm
Encl.

NOTED
Harold C. Ayers

August 7, 1956

Josephine County Court
Courthouse
Grants Pass, Oregon

NOTED
J. W. CATTRALL

Gentlemen:

Enclosed are two copies of an agreement covering finances, six copies of a maintenance agreement, six copies of an encroachment resolution, and a set of plans and specifications covering the Slate Creek (Wilderville) Bridge on FAS 266 upon which bids will be received August 16th.

The finance agreement covers state and county participation in costs and provides for an advance deposit by the county after the low bid has been determined and prior to award of a contract. The estimated total cost for this project including engineering and contingencies is $32,000; however, the low bid received plus 12-1/2% for engineering and contingencies will be the basis for the county's advance deposit. Please treat this estimate as confidential.

The maintenance agreement and encroachment resolution are standard forms required by the Bureau of Public Roads.

The set of plans and specifications is for your information and records.

If satisfactory, please sign, have the County Clerk attest, with seal, and return all copies of each agreement and five copies of the resolution to this office. After signature by the Highway Commission a fully executed copy of each agreement will be returned for the county's records. All documents should be mailed so as to arrive in Salem not later than August 13th.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

John W. Cattrall
Engineer, County and City Relations

JFH:mm
Encl.

RECEIVED
JUN 28 1956
FOR FILING

| |
|---|
| S-324(1) |
| |
| 4801 |

4-7
6-21-56

June 15, 1956

County Court of Josephine County
County Courthouse
Grants Pass, Oregon

Gentlemen:

The State Highway Commission at its meeting on June 4, 1956 discussed your request for an additional County FAS project to finance construction of the Slate Creek Bridge at Wilderville at an estimated cost of $13,000. You will be pleased to know that the Commission approved your request.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

HBG:blm

cc: J. W. Cattrall

NOTED
J. W. CATTRALL

June 8, 1956

Josephine County Court
Courthouse
Grants Pass, Oregon

FAS 266
Slate Creek Bridge

Gentlemen:

On June 4th the Highway Commission approved the FAS project in Josephine County as described in the attached tabulation. Approval by the Bureau of Public Roads and preparation of plans and specifications are now required prior to accepting bids for contracting. These items will be handled by the Highway Department.

Very truly yours,

By

John W. Cattrall
Engineer, County and City Relations

JFH:mm
Att.

ADDITIONAL PROPOSED 1957 COUNTY FAS PROJECT (5/22/56)

| County | FAS Hwy. No. | Section and Description | Programmed Amount |
|---|---|---|---|
| Josephine | 266 | Slate Creek Bridge at Wilderville | $ 13,000 |

SUMMARY, FISCAL YEARS 1956 & 1957 FUNDS

| | |
|---|---|
| Available Funds | $6,200,000 |
| Previously Approved | 6,072,000 |
| Unprogrammed Balance | $ 128,000 |
| Proposed Project 5/22/56 | 13,000 |
| Unprogrammed Balance | $ 115,000 |

---

JOSEPHINE COUNTY
PROPOSED PROJECT

FAS 2~~2~~66 - Slate Creek Bridge at Wilderville, $13,000. This structure is located approximately 0.04 miles west of the junction of FAS 266 with the Redwood State Highway, (FAP 17) at Wilderville.

The proposed project is to construct a new bridge replacing the existing log span over State Creek. The new structure will have a 26' roadway. The FAS project will be for the structure only with Josephine County performing any required road work and providing a detour at County expense.

The Bridge Division already has sufficient field data to design this bridge and have furnished preliminary cost estimate of $26,400. The County has agreed to pay all costs in excess of available FAS funds.

The $13,000. programmed represents the presently estimated balance of fiscal year 1957 funds available to Josephine County. This may be adjusted as more exact figures become available.

(56-c)

RECEIVED
MAY 31 1956
FOR FILING
Const
R/W
Co. Rds.

Josephine

May 31, 1956

Oregon State Highway Commission

Gentlemen:

I attach hereto a tabulation showing a proposed additional County FAS project in Josephine County which will utilize the balance of FAS funds presently available to that County, leaving an unprogrammed balance for the entire State of $115,000.

This matter will be on the agenda and it is respectfully suggested that you approve the proposed project.

Very truly yours,

W. C. Williams
Deputy State Highway Engineer

Attachment

cc Mr. G. S. Paxson
Mr. John W. Cattrall

JFH:te fn

NOTED
Harold [illegible]

NOTED
J. W. CATTRALL

MEMO TO: J. W. Nash
5/23/56

SLATE CREEK BRIDGE
FAS ROUTE 266

This bridge is located approximately 0.04 miles west of the junction of FAS 266 with FAP 17 at Wilderville. The existing structure is a log span 111 feet in length with a roadway width of 19 feet. It is in need of replacement due to deterioration.

The proposed project is to construct a reinforced concrete bridge 128 feet in length utilizing the existing piers. The horizontal clearance of the new structure will be 26 feet. Road approaches as required will be constructed by Josephine County without Federal cooperation.

This road serves a valley composed of small to medium sized dairy and cattle farms and also is used as a haul route from a limestone quarry. It is a mail, school bus and milk route.

The balance of the route has an 18' to 20' wide bituminous wearing surface with a 24' to 26' wide roadway.

JOSEPHINE COUNTY
Bridge Length - 128'

| FUNDS: | | |
|---|---|---|
| | Federal | $7,800. |
| | State | 2,600. |
| | County | 16,600. |
| | Total | $27,000. |

NOTE: The Federal and State funds are limited by the amount available to Josephine County up to and including the fiscal year 1957 apportionment.

J. F. [illegible]

FORM E30—20M—2-55—62966

# OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
May 23, 1956

**SUBJECT:** Additional 1957 County FAS Project
FAS 266 Josephine County

**To:** Mr. G. S. Paxson
O F F I C E

Attached are ten copies of a tabulation with map attachment describing a proposed additional 1957 County FAS Project in Josephine County. This proposed project will utilize the balance of FAS funds presently available to that County.

If satisfactory, this project should be presented to the Highway Commission for approval. Enclosed is a suggested letter in draft form for transmittal of the request to the Highway Commission.

John F. Hagemann
John F. Hagemann
Asst. Engr., County & City Relations

JFH:te
Att.

RECEIVED
MAY 23 1956
OFFICE OF
STATE HIGHWAY ENGINEER

ADDITIONAL PROPOSED 1957 COUNTY FAS PROJECT (5/22/56)

| County | FAS Hwy. No. | Section and Description | Programmed Amount |
|---|---|---|---|
| Josephine | 266 | Slate Creek Bridge at Wilderville | $ 13,000 |

SUMMARY, FISCAL YEARS 1956 & 1957 FUNDS

| | |
|---|---|
| Available Funds | $6,200,000 |
| Previously Approved | 6,072,000 |
| Unprogrammed Balance | $ 128,000 |
| Proposed Project 5/22/56 | 13,000 |
| Unprogrammed Balance | $ 115,000 |

---

JOSEPHINE COUNTY
PROPOSED PROJECT

FAS 226 - Slate Creek Bridge at Wilderville, $13,000. This structure is located approximately 0.04 miles west of the junction of FAS 266 with the Redwood State Highway, (FAP 17) at Wilderville.

The proposed project is to construct a new bridge replacing the existing log span over State Creek. The new structure will have a 26' roadway. The FAS project will be for the structure only with Josephine County performing any required road work and providing a detour at County expense.

The Bridge Division already has sufficient field data to design this bridge and have furnished preliminary cost estimate of $26,400. The County has agreed to pay all costs in excess of available FAS funds.

The $13,000. programmed represents the presently estimated balance of fiscal year 1957 funds available to Josephine County. This may be adjusted as more exact figures become available.

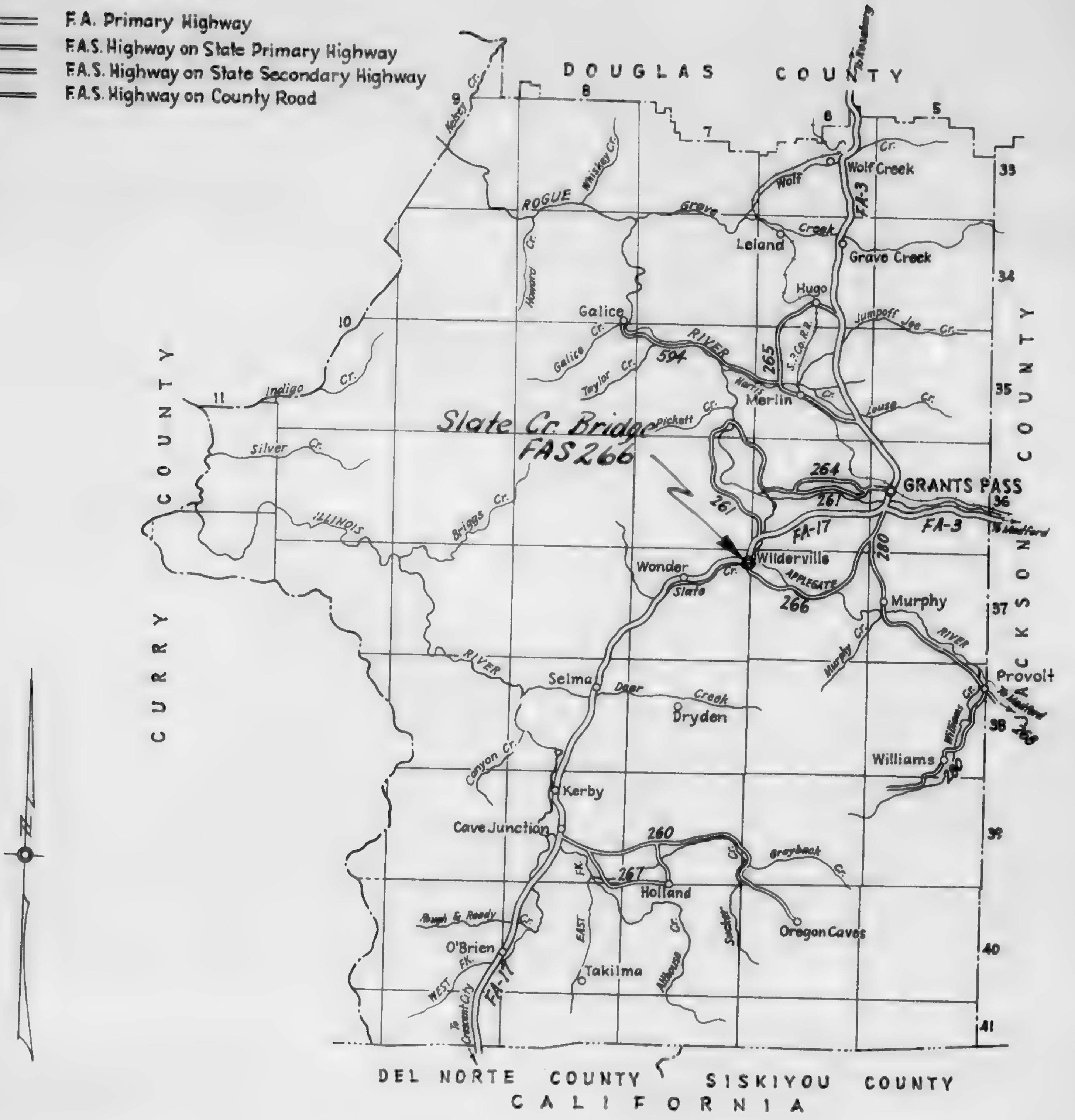
# JOSEPHINE COUNTY

## FAS SYSTEM

Scale 0 2 4 MI. April, 1955

"LEGEND"

F.A. Primary Highway
F.A.S. Highway on State Primary Highway
F.A.S. Highway on State Secondary Highway
F.A.S. Highway on County Road



FRED W. RICHARDS
COMMISSIONER

RAYMOND A LATHROP
JUDGE

J. P. McCOURTNEY
COMMISSIONER

Josephine County, Oregon
**COUNTY COURT**
GRANTS PASS, OREGON

NOTED

May 16, 1956

RECEIVED

Mr. John W. Cattrall,
Oregon State Highway Department,
Salem, Oregon.

Re: Slate Creek Bridge at
Wilderville.

Dear Mr. Cattrall:

After our telephone conversation yesterday, the Court discussed the information you had given me and we have decided that it would be advisable to have you design a twenty-six foot bridge at an estimated cost of $26,400.00.

We would like to have you go ahead with the designing of this bridge and let the contract, applying the $13,000.00 FAS funds toward the cost, the balance to be paid solely by the County.

The County will take care of the detour because we believe that it would be cheaper and more efficient than to add $1500.00 which probably would only pay the contractor's cost in providing a detour.

In talking over the financial obligation of the County, we want you to know that it would be impossible for us to take this money out of the present fiscal year's budget, but we are in a splendid position to handle it after July 1st. It did not seem to us that it would be possible for you to let the contract before that time. We are assuming that the County's part of this would be in the neighborhood of $16,000.00.

If I have misconstrued anything you have told me on the phone, or you need any other information, please let me know right away.

Very truly yours

Raymond A Lathrop
Raymond A. Lathrop
Josephine County Judge

RCDG 128' long
26' [illegible] utilizing existing piers

RAL:mf

11-26

Sheet 1 of 1

## OREGON STATE HIGHWAY DEPARTMENT

## Department of County and City Relations

## ROAD LOG DATA SHEET

**Location** Josephine County **Logged by** John F. Hagemann **Car No.** 49-65

**Road or Street** FAS 266 **Recorder** JFH

**Date** 7/5/51 **Weather** Clear & Sunny **Project**

| M. P. | Length | Width | Type | Condition | Remarks |
|---|---|---|---|---|---|
| 0.00 | | 20' - 24' Rdbd.<br>16' - 18' Oil Mat - Good | | | Jct. FAS 280 |
| 1.09 | 3.26 | to fair condition.<br>Follows toe of hill. | | | Rd. Rt. |
| 3.00 | | Grade & Line ok. County<br>has done shldr. & dtich | | | Rd. Rt. |
| 3.26 | | work which practically<br>amounts to widening. | | | Rd. Straight ahead to Murphy - Turn Rt. |
| | | 18' - 24' Rdbd | | | |
| | 1.89 | 14' - 16' Oil Mat - Fair<br>condition. Shldrs. & | | | |
| | | ditches well maintained.<br>Average 6' sidehill cut | | | |
| | | on right. | | | |
| | | | | | |
| 5.15 | | | | | |
| 5.23 | | 18' - 24' Rdbd. with gravel<br>ditch to ditch. | | | Est. 300' Br. Steel Span Conc. Abts.<br>Est. 16' Wide (Posted for 15 tons?) |
| 5.26 | 3.02 | Average 20'. Line &<br>grade ok. | | | Rd. Lt. |
| 5.47 | | | | | Est. 50' Tbr. Br. Parallel plank deck Est. 16' wide |
| 8.17 | | Looks like they have shot | | | Rd. Left |
| 8.40 | 0.54 | 2" or 3" baserock with oil.<br>May be prime coat. 20'-24' | | | Est. 20' Tbr. Br. |
| 8.63 | | wide. | | | R.R. Xing |
| 8.71 | | | | | |
| 8.80 | | Average 20' Rdbd.<br>Average 16' Oil Mat. | | | School on Left |
| 8.93 | 0.24 | Recently resealed or reoiled.<br>Showing spot failure thruout. | | | Est. 100' Tbr. Br.<br>Est. 18' Plank Deck |
| 8.95 | | Probably lacks base. | | | Jct. FA 17 |
| | | | | | |

NOTE: Line and grade ok. Serves some large dairy farms and miscellaneous small and medium farms.

S-326(1) Iowa School-La Grande Sec. of 1956
#4802 the Mt. Glen Road.

RECEIVED

W. C. Williams

NOTED
W. WILLIAMS

December 26, 1958

Iowa School-La Grande
Contract No. 4802
$ [illegible]

## FINAL COST ANALYSIS
Stone Base & Oiling
Contractor: Arthur Simonsen & Co.
Resident Engineer: C.D. Cannon

Mt. Glenn Road
Prefix No. 531-1037

412

| Item | Quantity | Unit | Unit Bid | Unit Cost | Total Cost | Gross Revenue |
|---|---|---|---|---|---|---|
| **Coarse Crushed Mat'l in Base | 36,032 | Cu.Yd. | 2.60 | 2.29 | 82,635.28 | 93,683.20 |
| **3/4"-0 Mat'l in Base | 6,236 | Cu.Yd. | 2.60 | 2.33 | 14,542.85 | 16,213.60 |
| *&**Sprinkling | 1,102.795 | M-Gal. | 3.00 | 1.74 | 1,919.94 | 3,308.39 |
| * Preparation of Base | 6.06 | Mile | 200.00 | 312.16 | 1,891.73 | 1,212.00 |
| *&**3/4"-0 Mat'l in Binder | 920. | Cu.Yd. | 3.50 | 2.71 | 2,492.89 | 3,220.00 |
| *&**Furnish & Place Aggre. | 3,615 | Cu.Yd. | 3.60 | 3.13 | 11,338.12 | 13,014.00 |
| *MC-2 Asphalt | 147.11 | Ton | 47.00 | 41.52 | 6,108.41 | 6,914.17 |
| *150-200 Asphalt | 269.04 | Ton | 45.00 | 44.22 | 11,897.28 | 12,106.80 |
| *RS-1 Asphalt | 73.61 | Ton | 50.00 | 41.58 | 3,060.90 | 3,680.50 |
| *Force Account | | | | | 137.90 | 137.90 |
| *PA#1 Purchase excess 120-150 Aspahlt from Contractor | 5.66 | Ton | 25.70 | 40.14 | 227.24 | 145.46 |
| | | | | | $ 136,252.54 | $ 153,636.02 |

| | Gross Revenue | Total Cost | Net Profit | Profit % of Gross Revenue |
|---|---|---|---|---|
| ** Arthur Simonsen & Co. | $ 122,711.19 | $ 107,446.55 | $15,264.64 | 12.43% |
| * Russell Olson Const. Co. | 30,924.83 | 28,805.99 | 2,118.84 | 6.85% |
| Combined Totals | $ 153,636.02 | $ 136,252.54 | $17,383.48 | 11.31% |

RECEIVED
DEC 29 1958
OFFICE OF
STATE HIGHWAY ENGINEER

## DETAIL OF COST
Arthur Simonsen & Co.

| | | |
|---|---|---|
| Labor: | | |
| Labor and Supervision | $ 27,794.60 | |
| Labor Insurance | 2,067.73 | |
| Health & Welfare | 1,080.57 | $ 30,942.90 |
| Equipment Rental & Miscellaneous Supplies: | | |
| Equipment Rental, Owned | 52,450.58 | |
| Equipment Rental, Hired | 1,939.80 | |
| Gas, Oil, and Grease | 10,809.97 | |
| Freight | 231.89 | |
| Small Tools and Miscellaneous Supplies | 621.76 | |
| Powder, Caps, and Drill Steel | 2,388.39 | |
| Purchase Quarry | 645.67 | |
| Bond | 1,146.30 | |
| Home Office and General Overhead | 1,827.78 | 72,062.14 |
| Materials: | | |
| La Grande Pipe Co. | | |
| 2,115 Cu. Yds. Oil Aggregates @ $2.10 | 4,441.50 | 4,441.50 |
| | | $ 107,446.54 |

# CRUSHING BREAKDOWN
Arthur Simensen & Co.

| | Quantity | Unit | Cost | Unit Cost |
|---|---|---|---|---|
| | | | $ | $ |
| Royalty for Quarry | 44,988 | Cu. Yd. | 675.09 | .014 |
| Drill and Shoot | 44,988 | Cu. Yd. | 7,956.51 | .176 |
| Feed Crusher | 44,988 | Cu. Yd. | 21,449.94 | .476 |
| Crushing | 44,988 | Cu. Yd. | 35,836.18 | .796 |
| Total Crushing Cost | 44,988 | Cu. Yd. | 65,917.72 | 1.462 |
| Haul to Road | 42,268 | Cu. Yd. | 21,452.83 | .507 |
| Process Base Material | 42,268 | Cu. Yd. | 10,295.62 | .243 |
| Stockpile Materials | 13,556 | Cu. Yd. | 4,375.28 | .322 |

| | |
|---|---|
| Total cost per yard, crushed, haul, and place | $ 2.212 |
| Total cost per yard, crushed, S.P., haul, and place | $ 2.534 |

The crushing plant operated 800 hours for an average of 56.23 cubic yards per working hour.

Remarks:

This was a "Federal Aid Secondary Project" consisting of the construction of 6.06 miles of crushed stone base and shoulders, involving 42,268 cubic yards of crushed rock materials and the construction of 6.06 miles of Type 0-11 oil mat wearing surface with binder course on the Iowa School-La Grande Section of the Mt. Glen County Road in Union County.

This project was bid August 16, 1956, awarded August 22, 1956, and completed June 20, 1958.

The contractor moved his crushing equipment into a private quarry, located approximately 0.5 miles south of the site obtained by the County, on September 12, 1956 but did not begin setting up until the following week. Drilling of quarry was started this same week.

Assembly of the crushing plant was completed Thursday, September 27, 1956 and production of base rock started the same day. 7,200 cubic yards of crushed material had been produced and placed on the grade by October 17th, then the plant was shut down to make corrections for proper gradation of material. First lift of base course was completed by November 30th after many delays and slow down in production because of inclement weather. The contractor shut down operations because of winter weather after producing, placing, and processing 21,600 cubic yards of crushed base material.

March 25, 1957 the contractor added a cone type crusher to his plant equipment. This addition helped obtain a better gradation of crushed materials.

Crushing operations were began again on April 26, 1957 with continued crushing and placing of base rock. The hauling of crushed rock on the road had to be discontinued the following week because the sub-grade gave way under the hauling equipment. Because of this, the contractor decided to stockpile the balance of base and binder and wait until such time as the grade would dry out and become stable again.

During the week of May 31st, an attempt to place 3/4"-0 leveling course on base was made but after placing and processing materials from stations 0+00 to 93+00 this operation was halted. The grade from stations 93+00 to 118+00 and 202+00 to 320+00 became too soft to haul over, so the contractor continued to stockpile the materials he was making.

The contractor completed all crushing and disassembled the plant and moved all the equipment off the project. No more material could be placed on the road because of soft spots that still existed in the grade.

Placing of the balance of crushed base and leveling course was started again

Remarks Cont'd:

August 12, 1957 and completed August 22nd.

Russell Olson, oiling contractor, began processing and preparing the base for oiling on August 23rd. It is to be noted that the cost of "Preparation of Base" was greater than the bid because of the great amount of work needed to put the base in good condition for the binder. The binder was placed the first three days of the following week.

It was decided that the 0-11 oiling would not be done until the following year.

Because of unsuitable weather, the oiling was not started until June 9, 1958. The base and approaches were prepared and 0-11 oiling began during the week of June 13th and the project completed on June 20, 1958.

The loss by the contractor on cost of P.A. #1 was due to an oversight.

A good profit was made by both prime and sub-contractors despite the difficulties encountered.

M.N. Juve
Chief Cost Analyst

By

G.K. Hanson

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AUG 18 1958
FOR FILING

OREGON STATE HIGHWAY DEPARTMENT
(date)
August 15, 1958

| | | | |
|---|---|---|---|
| S-326 (1) | | | |
| (CONTRACT NO.) | (EST. NO.) | (CONTRACTOR) | |
| 4802 4802 | 10 Final | Arthur Simonsen & Company | |
| (VOUCHER NO.) | (WARRANT NO.) | (AMOUNT) | (DATE) |
| 18603 | H220506 | $ 4,750.18 | 8-15-58 |

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

Gertrude Chapweske
ACCOUNTING DIVISION

---

Specified completion date: 109 workdays from 9-1-56

Time Extensions: Extended to 119 workdays

Completion Date: June 20, 1958

Date Accepted: July 31, 1958

Penalties: None of record

Claims: None of record

Remarks:

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Date: Aug. 15, 1958

To the Accounting Division:

Release of the above warrant is hereby authorized

H B Glaisyer
H. B. Glaisyer
Secretary

Warrant Mailed:

AUG 18 1958

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EM

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[illegible] 1958

FOR FILING
-386(1)

4862

August 12, 1958

Rea & Ragsdale Insurance Agency
2009 Main Street
Baker, Oregon

Gentlemen:

This is to acknowledge your letter of August 7 concerning status of the performance bond furnished on Contract No. 4802, awarded to Arthur Simonsen & Co. for work on the Iowa School-La Grande Section of the Mt. Glen Road in Union County.

This contract was completed June 20 and accepted by the State Highway Commission on July 31, 1958. At this time we cannot give any assurance that there is no further need for the bond as under Oregon Law claimants have six months after acceptance of the contract within which to file claims.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:fp

REA & RAGSDALE INSURANCE AGENCY
FRISBIE INSURANCE AGENCY
2009 MAIN STREET PHONE: JA 3-2561
BAKER, OREGON

August 7, 1958

Oregon State Highway Department
Salem, Oregon

Re: Arthur Simonsen & Co.
Bond No. 270794
Contract: Iowa School-La Grande Section of Mt. Glen Road

Gentlemen,

The above captioned bond comes up for renewal on August 22, 1958. We would appreciate your sending us a letter stating that this job has been completed and that there is no further need for the bond.

Thank you.

Very truly yours,

REA AND RAGSDALE INS. AGENCY

Lorna Smurthwaite

(Mrs.) Lorna Smurthwaite

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AUG 11 1958
OREGON
STATE HIGHWAY COMMISSION

OREGON MUTUAL INSURANCE COMPANY
SINCE 1894

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AUG 11 1958
FOR FILING

Aug. 8, 1958

CERTIFIED MAIL

United Pacific Insurance Co.
Fidelity & Surety Dept.
Medical Arts Bldg.
Tacoma 1, Wash.

Gentlemen:

State Highway Contract No. 4802 for stone base and oiling on the Iowa School-LaGrande Section of the Mt. Glen Road in Union County was completed by the contractor, Arthur Simonsen & Company, on June 20, 1958, and was formally accepted by the Highway Commission on July 31, 1958.

Final payment in the amount of $4,750.18 will be released to the contractor on or after August 18, 1958. The total contract amount is $153,636.02, of which amount $137.90 represents force account items.

The State is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the State assumes no responsibility for such claims should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

em

cc: United Pacific Insurance Co.
Portland Branch Office
223 Board of Trade Bldg.
Portland 4, Oregon

NOTED ON CARD
em

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JUL 24 1958
FOR FILING

[illegible]

.482

July 24, 1958

**CERTIFIED MAIL**

United Pacific Insurance Company
Fidelity & Surety Dept.
Medical Arts Bldg.
Tacoma 1, Wash.

Gentlemen:

The State Highway Commission is prepared to release semi-final payment to Arthur Simonsen & Company in connection with Contract No. 4802, for stone base and oiling on the Iowa School-LaGrande Section of the Mt. Glen Road in Union County.

This payment, in the amount of $21,330.97, will be released to the contractor on or after August 4, 1958. The retained percentage is $4,604.72.

The State is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the State assumes no responsibility for such claims should there be any.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

om

cc: United Pacific Insurance Co.
Portland Branch Office
223 Board of Trade Bldg.
Portland 4, Oregon

NOTED ON CARD
em

RECEIVED
JUL 1 - 1958
FOR FILING

[illegible]

48-2

June 30, 1958

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

This is to advise you that work was completed on June 20, 1958, on Contract No. 4802, Iowa School-LaGrande Section, in Union County, in connection with Federal Aid Project No. S-326(1).

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

DBP:ew
cc: Clarence C. Swenson

Form E-1—10M—12-56

83

OREGON STATE HIGHWAY DEPARTMENT

# Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending June 20, 1958

Section Iowa School - LaGrande

Kind of work Stone Base and Oiling

Highway FAS 478 County Union

Section prefix 531-103 7

Contractor Arthur Simonsen and Co.

Contract number 4802

Date of contract August 22, 1956

Specified work days 119

Date work started September 12, 1956

Work days used

Project authorization $176,310.00

Exclusive of engineering $163,772.40

Per cent of time elapsed %

Estimated cost of completed project, exclusive of engineering $162,000

Estimated per cent underrun 1.0 %

Per cent of contract completed, based on total contract price 100 %

Engineering authorization $12,537.60

Engineering cost to date $8700, 70 %

Date project was completed June 20, 1958

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Contractor spent 3½ days this week placing oil and aggregate on roadway for type 0-11 oil mat from station 0 to 220. Also spent 1½ days this week brooming and blading shoulders and road approaches.

PROJECT IS NOW COMPLETE.

Ansell, Churchill and Cochran engineers on project.

This is the last report.

CONSTRUCTION DIVISION
RECEIVED
JUN 23 1958
NOTED-- ☑ ☑ ☑ ☐ ☑
CE ACE ACE COE

Signed CD Cannon

Address LaGrande, Oregon

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

State Printing 134

|  | GRADING | SURFACING | MAINTENANCE MATERIALS | OIL AND BITUMINOUS MACADAM | PAVING |
|---|---|---|---|---|---|
| Miles in project |  | 6.1 |  | 6.1 |  |
| Miles partially completed |  |  |  |  |  |
| Miles completed |  | 6.1 |  | 6.1 |  |
| Total estimated quantities (contract) |  | 43,400 |  | 4800 cy<br>486 tons |  |
| Total quantities corrected to date |  | 42,600 |  | 4600 cy<br>486tons |  |
| Estimated quantities moved or placed to date |  | 42,600 |  | same as above |  |
| Average daily quantities |  |  |  |  |  |
| Average daily quantities necessary to complete project on time |  |  |  |  |  |
| Number shifts per day |  |  |  | 1 |  |
| Hours per shift |  |  |  | 10 |  |
| Average force on project for week |  |  |  | 15 |  |

Men 15

Supervision 1

Men and trucks under 3 tons

Men and trucks over 3 tons 5

Men and tractors

Pilot car 1

Equipment used during week: Shovels ........., Power graders 1........., Rollers 2........., Mixers ........., Crushing or screening plants .........

Compressors ..........., Bulldozers ..........., Compaction rollers ..........., Scoop 1 ..........., Distribution 1..........., ...........

|  | WEATHER | HRS. DELAY | CAUSE OF DELAY |
|---|---|---|---|
| Sunday |  |  |  |
| Monday | fair |  |  |
| Tuesday | " |  |  |
| Wednesday | " |  |  |
| Thursday | " |  |  |
| Friday | " |  |  |
| Saturday |  |  |  |

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326 (1)

Nov. 1, 1957

Arthur Simonsen & Co.
2755 8th St.
Baker, Oregon

Gentlemen:

The State Highway Commission at its meeting held on October 31, 1957, had under discussion your request for ten days' additional time within which to complete your contract No. 4802, for the Iowa School-La Grande Section of the Mt. Glen Road in Union County.

We are pleased to inform you that the Highway Commission granted your request. The Commission's action was based upon the recommendation of the State Highway Engineer, whose report on the subject considered but did not necessarily adopt any of the reasons given by you for failure to complete the project within the specified time limit.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

em

cc: Tom Edwards
A. F. Parson
C. D. Cannon

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em

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OCT 11 1957
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October 11, 1957

Request for extension of time
No. 1
October 31-November 1, 1957 meeting

Oregon State Highway Commission

Gentlemen:

An increase in work days on Contract No. 4802, Iowa School-La Grande Section, Union County, has been requested by Arthur Simonsen and Company. An investigation discloses that this was a project in which the County was to do some construction work on the grade prior to the surfacing work which was contracted to Arthur Simonsen. The subgrade as constructed by the County was of somewhat inferior quality material which did not readily dry out. In short, it was necessary to delay the Simonsen contract for reasons beyond the control of the contractor or the State.

For reasons stated above, the surfacing which was placed was not stable enough to support an oil mat; therefore, it was decided to postpone the placing of the oil mat until the summer of 1958 to allow the subgrade to stabilize prior to the application of the final oil surfacing.

The contractor has requested a 10-day increase in work days, and it is my recommendation that the request be granted due to the unusual circumstances involved.

Very truly yours,

Forrest Cooper
Acting State Highway Engineer

FC:ms

cc Mr. Tom Edwards

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SEP 27 1957
FOR FILING

Sept. 26, 1957

CERTIFIED MAIL

United Pacific Insurance Co.
Fidelity & Surety Dept.
Medical Arts Bldg.
Tacoma 1, Wash.

Gentlemen:

It is the intention of the State Highway Commission to release to Arthur Simonsen & Company a portion of the funds heretofore retained by the Commission on Contract No. 4802 for stone base and oiling on the Iowa School- La Grande Section of the Mt. Glen Road in Union County.

This payment, in the amount of $35,414.49, reduces the retained percentage to 3% of the total amount earned by the contractor, or the sum of $3,945.00. The present payment will be released on or after October 7, 1957.

The State is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the State assumes no responsibility for such claims should there be any.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

em
cc: United Pacific Insurance Co.
Portland Branch Office
223 Board of Trade Bldg.
Portland 4, Oregon

NOTED ON CARD

FORM E-30X—37,500

# OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
March 7, 1957

SUBJECT: Iowa School - La Grande
Mt. Glen Road
Union County
Contract #4802

To: A. F. Parson
Division Engineer
Division 5
Oregon State Highway Department
La Grande, Oregon

Reference is made to Laboratory Report #413296, dated March 6, 1957, showing an excess of approximately 16% retained on the 1/2" screen for the 3/4"-1/4" crushed gravel being obtained for this project from the LaGrande Concrete Pipe Company at Island City.

It is suggested that when samples of this type of aggregate are obtained from a commercial source and it appears to the resident engineer that the gradation may not be suitable, he make screen analyses at the plant. In this manner, he can assist the commercial producer in furnishing suitable aggregate to the State.

Please instruct the resident engineer to obtain further samples of this material and submit them to the Salem Laboratory, so marked that it is clear the samples represent corrected aggregate.

Tom Edwards
Construction Engineer

by L. H. Young
L. H. Young
Assistant Construction Engineer

LHY/WCH/ELY

cc - Forrest Cooper
Ray Webber

NOTED
FORREST COOPER

RECEIVED
MAR 11 1957
OFFICE OF
STATE HIGHWAY ENGINEER

CP R8-2296

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NOV [illegible] 1956
FOR FILING
S-326(1)

FORM PR-3 (October 1954)
U. S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

State Oregon
County Union
Project No. S-326(1)

# PROJECT AGREEMENT FOR SECONDARY ROAD UNDER 1954 SECONDARY ROAD PLAN

4112

MEMORANDUM OF AGREEMENT made this 15th day of November 1956, by and between The Oregon State Highway Commission, constituting for the purpose hereof the Highway Department of the State of Oregon, hereinafter called the Highway Department, and the Commissioner of Public Roads, Bureau of Public Roads, Department of Commerce, hereinafter called the Commissioner, pursuant to the provisions of the Act of Congress approved July 11, 1916 (39 Stat., 355), as amended and supplemented.

WITNESSETH:

WHEREAS, the Highway Department of said State has submitted a program, which was approved on the 20th day of July, 1956, for the project hereinafter described; and

WHEREAS, the Highway Department has furnished a contract estimate or force account estimate for said project; and

WHEREAS, State or local funds have been made available for the project in accordance with the requirements of the aforesaid Act of July 11, 1916, as amended and supplemented.

NOW, THEREFORE, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Commissioner do hereby mutually agree as follows:

## WORK EMBRACED IN PROJECT

ARTICLE I. This agreement covers the following work as briefly described in the program:

Being 6.060 miles of 2-lane intermediate type surfacing and rock base, (Character of work)

between La Grande and a point on FAS 481 approximately 4.5 miles north of Island City, (Control points)

consisting of 6.060 miles of roadway and no (Number) bridges.

## CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE II. The Highway Department will construct or cause to be constructed to final completion said project under its direct supervision, which shall include adequate inspection throughout the course of construction, and in accordance with the standards and procedures approved by the Commissioner under its 1954 Secondary Road Plan.

## UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE III. The United States pro rata share of the cost of the project covered by this agreement shall not in any event exceed the sum of seventy two thousand, and 00/100 dollars ($ 72,000.00), which does not exceed the authorized United States pro rata share of the approved total estimated cost of said project, which is one hundred sixty seven thousand, nine hundred eighty one and 00/100. dollars ($ 167,981.00).

## PAYMENTS

ARTICLE IV. As the work on said project progresses, or upon its completion, and upon receipt of vouchers from the Highway Department, the Commissioner shall from time to time submit schedules of vouchers certified by him to the Secretary of the Treasury for payment to the official or depository authorized under the laws of said State and designated by the Highway Department to receive public funds.

The Commissioner reserves the right to withhold such sums as he may deem necessary to insure completion of the work in compliance with this agreement.

## MAINTENANCE OF PROJECT

ARTICLE V. The Highway Department will be responsible for the maintenance of said project in compliance with said Act of July 11, 1916, as amended and supplemented, and will use every means within its power to insure proper and permanent maintenance thereof.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures as of the day and year first above written.

OREGON STATE HIGHWAY COMMISSION
(Official title of Highway Department)
By Ben R Chandler
Chairman, State Highway Commission
(Title)

By
Member, State Highway Commission
(Title)

By
Member, State Highway Commission
(Title)

RECOMMENDED FOR APPROVAL:

STATE HIGHWAY ENGINEER

COMMISSIONER OF PUBLIC ROADS
By
Division Engineer, Bureau of Public Roads

—33205

November 9, 1956

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

We are forwarding two copies of project agreement, signed by the Highway Commission, for the Iowa School-La Grande Section, Project No. S-326(1).

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

RNC:bb

4802

# PROJECT AGREEMENT

DESCRIPTION: (JOB, SECTION AND HIGHWAY)

Iowa School- La Grand Section
Mt. Glen Road
Union County

NATURE OF WORK:

Rock Base and Oil Mat Surface

CONTRACT NUMBER, CONTRACTOR AND DATE OF AWARD:

4802 Arthur Simonsen 8-22-56

DATE OF COMPLETION:

109 Workdays from 9-1-56

REMARKS:

October 2, 1956

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

We are enclosing four copies of estimate as a basis for project agreement for the Iowa School-La Grande Section, Project No. S-326(1).

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

RMC:la

Encl.

Oregon State Highway Department

Federal Aid Secondary
Project No. S-326(1)

## IOWA SCHOOL-LA GRANDE SECTION OF THE
## MT. GLEN ROAD IN UNION COUNTY

(Estimate as a basis for project agreement. Based on low bid prices.)

Salem, Oregon, September 28, 1956

Type Code 5231
Roadway (Sta. 0+00 to Sta. 319+98.13)(Contract No. 4802)

| | | | |
|---|---|---|---|
| 36,420 cu. yds. | Coarse Crushed Material in Base | $2.60 | $ 94,692.00 |
| 6,200 cu. yds. | 3/4" - 0 Material in Base | 2.60 | 16,120.00 |
| 1,060 M-gals. | Sprinkling | 3.00 | 3,180.00 |
| 6.06 Miles | Preparation of Base | 200.00 | 1,212.00 |
| 700 cu. yds. | 3/4" - 0 Material in Binder Course | 3.50 | 2,450.00 |
| 3,730 cu. yds. | Furnishing and Placing Aggregates | 3.60 | 13,428.00 |
| 114 tons | MC-2 Asphalt in Binder Course | 47.00 | 5,358.00 |
| 266 tons | 150-200 Asphalt | 45.00 | 11,970.00 |
| 82 tons | RS-1 Asphalt | 50.00 | 4,100.00 |
| | | | $152,510.00 |
| All Required | Flagging (57½% of Contractor's Cost) | | 200.00 |
| | | Subtotal | $152,710.00 |
| | | 10% Engr. & Cont. | 15,271.00 |
| | | Total | $167,981.00 |

Length of Roadway 6.060 Miles
Cost of Roadway Per Mi. $27,719.63

| | |
|---|---|
| Federal Funds................................................ | $ 72,000.00 |
| State Funds................................................ | 24,000.00 |
| County Funds................................................ | 71,981.00 |
| | $167,981.00 |

State Funds for Const.: Chap. 175, Laws 1917; Chap. 31, Laws 1920; Chap. 529, Laws 1939.

Funds for Maint.: Chap. 529, Laws 1939.

**Note:** Necessary funds have been deposited with the Highway Department by Union County.

FORM E-30X—50,000—10-54—78484

# OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
August 27, 1956

SUBJECT: County FAS Projects
August 16-17 Letting

To: Mr. S. H. Probert
OFFICE

Attention: Mr. J. W. Nash

The following county FAS projects, upon which bids were received August 16th and 17th, are covered by agreements which require collection of the full federal participation on total costs up to the sum set after each project:

| County | Section | Project | Amount |
|---|---|---|---|
| Hood River | Indian Creek-Windmaster Corner | S-315(1) | $ 35,000 |
| Josephine | Slate Creek Bridge | S-324(1) | $ 25,000 |
| Klamath | Lost River and Main Canal Bridges | S-316(1)<br>S-317(1) | $106,000 |
| Union | Iowa School-La Grande | S-326(1) | Federal funds Programed $ 72,000 |

J.F.H.

John F. Hagemann
Asst. Engr., County & City Relations

JFH:mm

A

RECEIVED
SEP 20 1956
FOR FILING
S-326 (1)

4802

September 19, 1956

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

This is to advise you that work was started on September 12, 1956, on Contract No. 4802, Iowa School-LaGrande Section in Union County, in connection with Federal Aid Project No. S-326(1).

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

DSP:ch

RECEIVED
SEP 12 1956
FOR FILING
[illegible]
[illegible]

September 11, 1956

Arthur Simonsen & Co.
2755 8th Street
Baker, Oregon

Gentlemen:

We enclose herewith for your files a fully executed copy of contract No. 4802, which was awarded to you by the State Highway Commission on August 22, for stone base and oiling on the Iowa School-La Grande Section of the Mt. Glen Road in Union County.

We are also sending a copy of this contract to the surety on your performance bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encl.

Form No. E-379—10M—6-56

EGON STATE HIGHWAY DEPART NT

S-326(1)
4802

# Report on Contractor's Protest of Workday Charges Made Against Time Limit of Contract

Section Iowa School - La Grande Contract No. 4802

Kind of Work Stone Base & Oiling Date of Report Sept. 10, 1956

Highway Mt. Glenn County Rd. F.A.S.# 326(1) Contractor Arthur Simonsen & Company

Date of protest Sept. 7, 1956

Date of submission of protest (as indicated by date received): September 10, 1956

Date protest received:

At Salem Office

At Division Office Sept. 10, 1956

At Resident Office Sept. 10, 1956

Weekly periods occurred within 10 days prior to submission of protest:

Sept. 1, 1956 to Sept. 8, 1956

and to

## ACTIONS ON REDUCTIONS CLAIMED IN PROTEST

| Workday Reductions Claimed in Protest | | Claimed Reductions Ineligible for Consideration | | Claimed Reductions Eligible for Consideration (Days) | Reductions allowed by engineer. Will be credited in statement dated Sept. 14, 1956 (Days) | Space below reserved for use of Salem Office |
|---|---|---|---|---|---|---|
| Period or Date | Reduction (Days) | Previously Allowed (Days) | 10-day Limit Exceeded (Days) | | | |
| 9/4 to 9/7 | 4 | 0 | 0 | 4 | 4 | |

**Remarks:** (Use back of this form or additional sheet if more space is needed.)

Contractor not allowed to use access road due to misunderstanding between property owner and County.

Submitted by:

C. P. Cannon
by: W. C. Johnson Resident Engineer.

Approved: E. C. Bickmore Division Engineer

Approved: L. H. Young asst Construction Engineer—Bridge Engineer

**Instructions:** On receipt of contractor's protest, whether from the contractor, the Division Office or the Salem Office, the resident engineer shall prepare report in five copies, attaching the contractor's protest to the original copy. The original and three copies shall be sent to the division engineer, who, after indicating his approval, will forward the original and two copies to the construction engineer. The construction engineer, after indicating his approval, shall retain the original copy and shall forward the remaining copy to the contractor.

**Arthur Simonsen & Co.**
General Contractors
2325 Grandview Drive
Baker, Oregon

ARTHUR SIMONSEN

DAVID LAURANCE

September 7 , 1956

OREGON STATE HIGHWAY DEPT.

LAGRANDE , OREGON

Mr. C. D. Cannon Res. Engn.

Dear Mr. Cannon :

Please give consideration to work days charged to Our Iowa School - LaGrande contract until such a time that the County has met their obligation in providing satisfactory permition from property Owners to allow movement of equipment to the quarry without a tresspass violation by Us.

Very truly yours ,

Arthur Simonsen

Arthur Simonsen

NOTED
L. H. Young

RECEIVED
SEP 12 1956
OFFICE OF
CONSTRUCTION ENGINEER

RECEIVED
SEP 10 1956
DIVISION OFFICE
LA GRANDE

RECEIVED
AUG 30 1956
FOR FILING

S-326 (1)

4112

Maint.-285
Fin.-135

Salem, Oregon
August 27, 1956

Union County Agreements
Iowa School-La Grande Section
S-326(1), FAS 478

Mr. John W. Cattrall
City & County Relations Engineer
Office

Attached hereto for further handling are four certified copies of a Maintenance Agreement and one conformed copy of a Finance Agreement with Union County covering the Iowa School-La Grande Section, S-326(1), FAS 478.

One fully executed copy of each of the above agreements has been retained in this office for the Commission's files and one fully executed copy of each has been sent to the County Court of Union County.

Secretary

rn
Attach: 5

FORM 230—50M—2-55—62900

# OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
August 14, 1956

**SUBJECT:** Union County Agreements
Iowa School-La Grande Section
S-326(1), FAS 478

**To:** Mr. G. S. Paxson
OFFICE

Attached are three copies of a finance agreement covering the subject named project.

Two copies of the agreement have been executed by the Court and are now ready for presentation to the Highway Commission for signature. Both copies require your signature of approval.

Also attached are six copies of a maintenance agreement covering the same project. After signature by the Highway Commission please return four either fully executed or certified true copies to this office for transmittal to the B.P.R.

This project was approved by the Highway Commission on October 28, 1954.

John D. Graham
John D. Graham
Office Engr., County & City Relations

JDG:mm
Att.

APPROVED
G S Paxson
ASST. STATE HIGHWAY ENGINEER
Date Aug 14 1956

AUTHORIZED BY HIGHWAY COMMISSION
DATE 10-28-54 Minute Page 24055
Secretary

RECEIVED
AUG 14 1956
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
AUG 23 1956
FOR FILING

326 (1)

[illegible]

August 27, 1956

County Court of Union County
Court House
La Grande, Oregon

Gentlemen:

We are enclosing herewith for the records and files of Union County one fully executed copy each of a maintenanceand finance agreement between the State Highway Commission and Union County covering the Iowa School-La Grande Section, S-326(1), FAS 478.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

rn
Enc. 2

RECEIVED
SEP 11 1956

FOR FILING
[illegible]
[illegible]

August 22, 1956

Arthur Simonsen & Co.
2925 Grandview
Baker, Oregon

Gentlemen:

The State Highway Commission on August 16, 1956 accepted your proposal for stone base and oiling the Iowa School-LaGrande Section of the Mt. Glen Road, Union County, for the sum of $156,520 and referred it to the State Highway Engineer with authority to award the contract to you as soon as certain conditions had been fulfilled. This note is to inform you that such conditions have now been satisfied and that the State Highway Engineer today awarded you the contract in conformity with the Commission's authorization. This project has been assigned Contract No. 4802.

Contract forms are now being prepared in this office and will be mailed to you shortly for execution.

This confirms my wire to you of this date.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

HBG:jmc

cc: Pacific Builder & Engineer, Inc.
2418 Third Ave.
Seattle 1, Washington

Attn: Dorothy McCormack

R. G. Savage (SIAC)
Tom Edwards
S. H. Probert

NOTED
J. Mc C.

| DOMESTIC SERVICE | |
|---|---|
| Check the class of service desired; otherwise this message will be sent as a fast telegram | |
| TELEGRAM | |
| DAY LETTER | |
| NIGHT LETTER | |

$ S E

# WESTERN UNION
## TELEGRAM

W. P. MARSHALL, PRESIDENT

1206 (4-55)

| INTERNATIONAL SERVICE | |
|---|---|
| Check the class of service desired; otherwise the message will be sent at the full rate | |
| FULL RATE | |
| LETTER TELEGRAM | |
| SHORE-SHIP | |

| NO. WDS.-CL. OF SVC. | PD. OR COLL. | CASH NO. | CHARGE TO THE ACCOUNT OF | TIME FILED |
|---|---|---|---|---|
| | | | | |

*Send the following message, subject to the terms on back hereof, which are hereby agreed to*

August 22, 1956

Arthur Simonsen & Co.
2925 Grandview
Baker, Oregon

Contract for Iowa School-LaGrande Section of Mt. Glen Road, Union County, for which you submitted low bid on August 16, 1956 awarded you today. Contract forms follow shortly.

H. B. Glaisyer, Secretary
OREGON STATE HIGHWAY COMM.

cc: Accounting (5003-900)
C. W. Head
Files ✓

John W. Cattrall
Engineer, County and City Relations

JWC:mm

cc: G. S. Paxson

NOTED
G. S. PAXSON

RECEIVED
AUG 21 1956
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
AUG 22 1956
FOR FILING

FORM E-30X—50,000—10-51—79484
32.6(1)
4800

# OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
August 21, 1956

SUBJECT: Iowa School-La Grande Section
FAS 478, Union County

To: Mr. S. H. Probert
OFFICE

Union County has made its required deposit for the Iowa School-La Grande Section of FAS 478. This project is now clear for award of a contract.

John W. Cattrall
John W. Cattrall
Engineer, County and City Relations

JWC:mm

cc: G. S. Paxson

NOTED
G. S. PAXSON

RECEIVED
AUG 21 1956
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
JUL 25 1956
FOR FILING

S-326(1)

[illegible]

July 12, 1956

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

As a part of the Federal-aid Secondary Highway Program, it is our desire to contract the Lown School-La Grande Section of FAS Route No. 478, which section extends from the junction with FAS 481 to the city limits of La Grande.

The program data for this project is as follows:

| | |
|---|---|
| Item No. | 414 |
| County | Union |
| Project No. | S- 326(1) |
| FA Route No. | 478 |
| State Route No. | County |
| Termini | Jc. with FAS 481 to city limits of La Grande |
| **Construction Cost:** | |
| Total Cost | $120,000 |
| Federal Funds | 72,000 |
| State Funds | 24,000 |
| Other Funds (County) | 24,000 |
| **Project Totals:** | |
| Total Cost | $120,000 |
| Federal Funds | 72,000 |

Traffic figures for the project are as follows:

| | 1955 Data | 1975 Data |
|---|---|---|
| ADT | 200 | 400 |
| Per cent Commercial | 10% | 10% |
| 30th Peak Hour | | 60 |

| | |
|---|---|
| Length | 6.34 miles |
| Character of Proposed Work | Rock base and intermediate type surfacing |

The county is presently grading this section and the proposed project is to construct a rock base with a type O-11 oiled surface to result in a 20-foot roadway with 3-foot shoulders.

The project connects at the La Grande city limits with an 16-foot oil-surfaced roadway with 4-foot shoulders.

The route serves a section of the Grande Ronde Valley composing of large wheat, seed and cattle farms. It is also a mail and school bus route.

A county map showing the project location is enclosed herewith. No railroad crossing occurs within the project limits.

If approval of the project can be secured by July 31 or earlier, it is our desire to receive bids on the work at a letting scheduled for August 16 and 17.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

S. H. Probert
Office Engineer

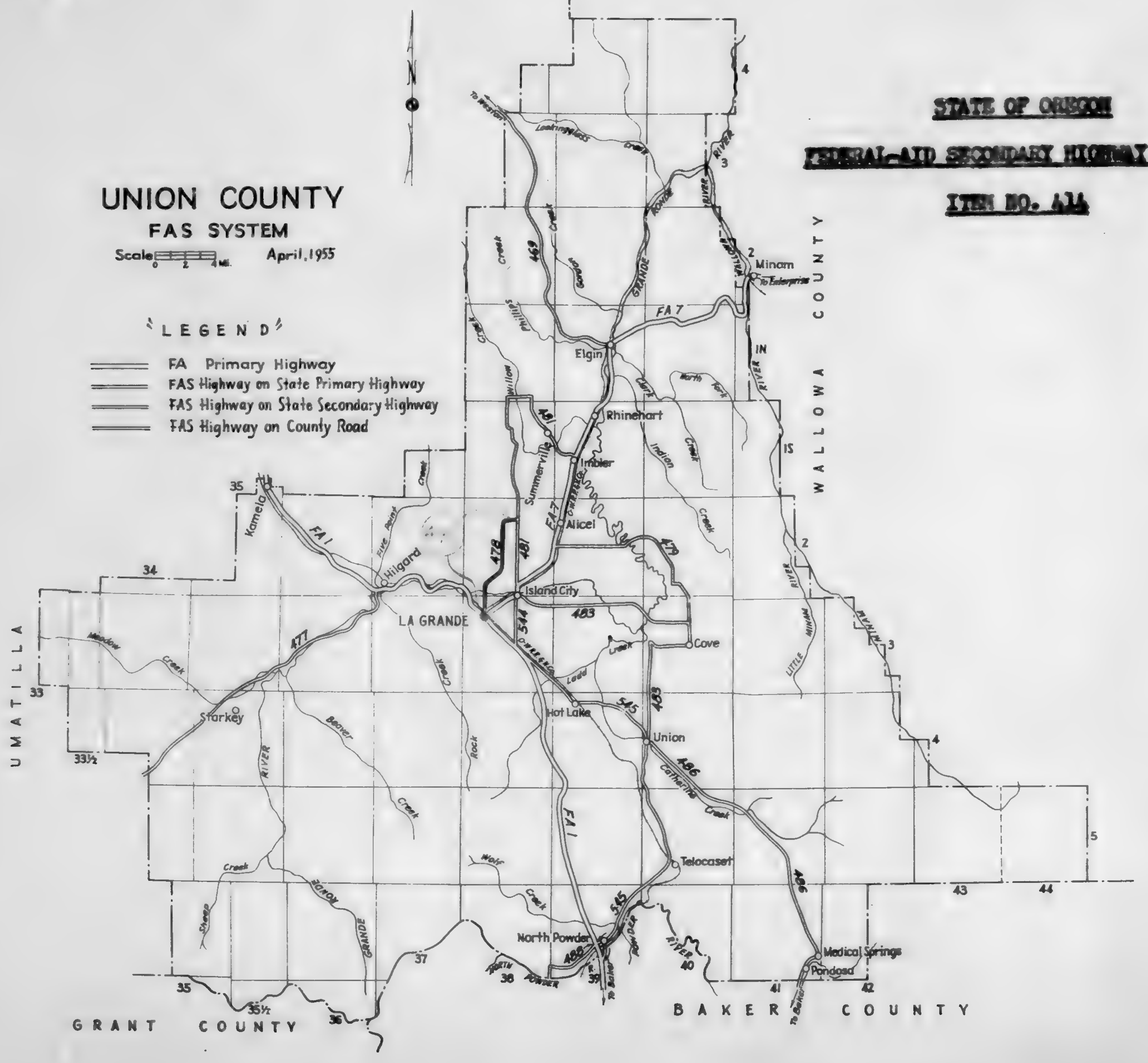
SHP:la

Encl.

## STATE OF OREGON

## FEDERAL-AID SECONDARY HIGHWAY PROGRAM

## ITEM NO. 414

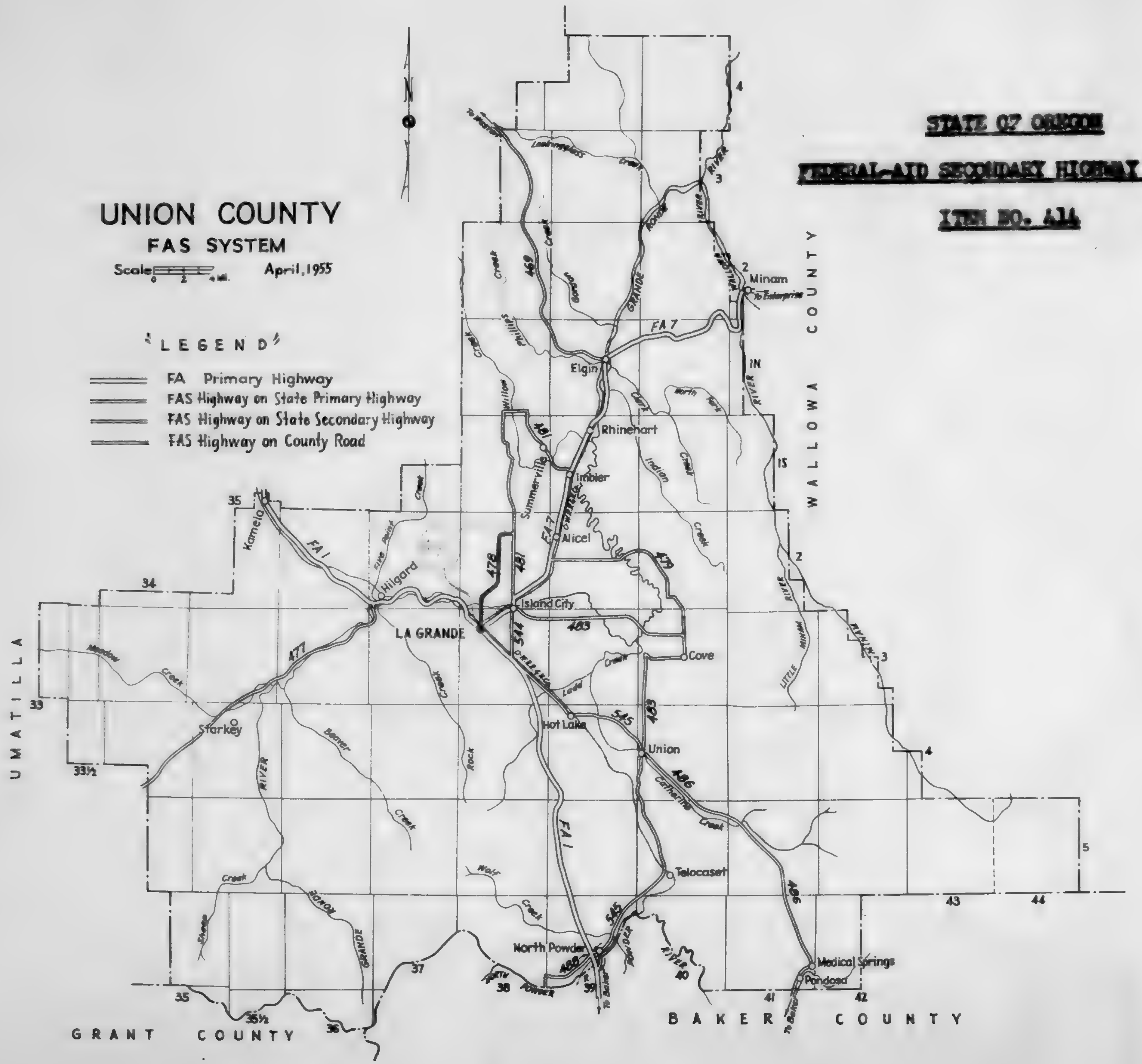


UNION COUNTY
FAS SYSTEM
Scale 0 2 4 Mi. April, 1955

**STATE OF OREGON**

**FEDERAL-AID SECONDARY HIGHWAY PROGRAM**

**ITEM NO. 414**



S-317(1) & Lost River Bridge and K.I.D.1956
S-316(1) "A" Canal Bridge.

OREGON STATE HIGHWAY DEPARTMENT

**INVOICE**

NOTED
[illegible] C. Avers

**NOTED**
**V. R. JONES**

| DATE | BILLING REQ. NO. | YOUR ORDER NO. | CREDIT DISTRIBUTION |
|---|---|---|---|
| 5-1-62 | 00-750 | | 518-1076-297 518-1090-297 |

INVOICE NUMBER 74214

NOTED
R. H. FRANCE

- Klamath County
- Courthouse
- Klamath Falls, Oregon
- Attn: County Court

MAKE CHECKS PAYABLE TO
THE OREGON STATE HIGHWAY DEPARTMENT

SEND REMITTANCE TO:
OREGON STATE HIGHWAY DEPARTMENT
STATE HIGHWAY BUILDING
SALEM, OREGON

| DESCRIPTION | QUANTITY | UNIT PRICE | TOTAL PRICE |
|---|---|---|---|
| Final Billing:<br>FAS 685, Wilson River Dam Bridge<br>FAS 686, K.I.D. "A" Canal Bridge (Homedale Road) and<br>FAS 686, K.I.D. "A" Canal Bridge (Hope Street)<br>Covered by agreements dated August 10, 1956, and August 19, 1960. | | | |
| Original advance deposit (Contracts #4803 &5783) | | $22,976.61 | |
| Less amount previously transferred | | 19,276.61 | $3,700.00 |
| County's share as per attached statement | | $21,011.83 | |
| Less amount previously transferred | | 19,276.61 | $1,735.22 |
| To be refunded | | | $1,964.78 |

By

A 150 (REVISED 7-60)

---

Verne R. Jones
County and City Relations Planning Engineer

VRJ:mm
Encl.

NOTED
JOHN D. GRAHAM

xxxxxxxxxxxxxxx

NOTED
R. H. PRANGE

NOTED
H. S. COX

NOTED
DON HARWELL

April 25, 1962

Klamath County Court
Courthouse
Klamath Falls, Oregon

File

Gentlemen:

Final costs are now available for the Wilson Dam Bridge on FAS 685, Contract #4803, and the two K.I.D. "A" Canal Bridges on FAS 686, Contracts #4803 and #5783, covered by agreements dated August 10, 1956, and August 19, 1960, as shown in the attached cost statement.

In accordance with the agreements, a refund of $1,964.78 is due the County in connection with these projects. This refund will be paid by our accounting division within the next few days.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

Verne R. Jones
County and City Relations Planning Engineer

VRJ:mm
Encl.

NOTED
JOHN D. GRAHAM

FORM E-123-X 50M 1-61

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD

FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

NOTED
H. S. COX

NOTED
DON HARWELL

NOTED
Harold C. Ayers

NOTED
R. H. PRANGE

September 27, 1961

Mr. J. R. Kalinoski
Klamath County Engineer
Courthouse
Klamath Falls, Oregon

Dear Mr. Kalinoski:

In answer to your letter of September 22, the proper numbering on the extension of Washburn Way is FAS 427. Prior to submitting this FAS route to the State Highway Commission for approval we sent you two copies of a map for the Court's signature on which the route was designated as FAS 427. One of these maps was for your files. The "Bridge Project Form" should be corrected accordingly.

file

The two "A" Canal bridges on FAS 686, while not in the same contract, were included in the same Federal-aid project and final cost statements cannot be provided until final Federal funds are collected on the Hope Street Bridge. The normal time lapse between the completion of a project and receipt of final payment of Federal funds is from six months to a year. Immediately upon receipt of the final Federal payment this office provides the County with a statement of cost.

Very truly yours,

W. C. Williams
State Highway Engineer

By

NOTED
JOHN D. GRAHAM

Verne R. Jones
County and City Relations Field Engineer

VRJ:mm

Cont. # 4803 9-21-60

RECEIVED

| | | |
|---|---|---|
| Monthly Transaction No.<br>9-70 | Form [illegible] 2<br>(9-1[illegible]) U.S. DEPARTMENT OF COMMERCE<br>BUREAU OF PUBLIC ROADS | [illegible]te **Oregon** |
| | | County **Klamath** |
| Project Report No.<br>S-316 (4) S317(1) | **FEDERAL-AID PROJECT AGREEMENT**<br>9-21-60 | Project No. **S-317(1)** |

4803 The State, through its Highway Department, having complied with the terms and conditions set forth in the Federal-Aid Road Act, approved July 11, 1916 (39 Stat. 355), as amended and supplemented, and in the Regulations issued pursuant thereto by the Secretary of Commerce, relative to the above designated project, and the Bureau of Public Roads having authorized certain work to proceed as evidenced by the date entered opposite the specific item of work, Federal funds are obligated for the project not to exceed the amount shown herein.

Project termini

**K.I.D. "A" Canal Bridges on the Homedale Road**

| Project classification or class of work | Effective date of authorization | Approximate length *(Miles)* |
|---|---|---|
| Highway planning | | |
| Preliminary engineering | | |
| Rights-of-Way | | |
| Construction | 8-31-56 | 0.05 |
| Other *(Specify)* | | |

FUNDS

| | |
|---|---|
| Estimated total cost of project<br>$ 74,621 | Federal funds<br>$ 44,700 |

The State further stipulates that pursuant to said Act and Regulations, and as a condition to payment of the Federal funds obligated, it accepts and will comply with the applicable provisions set forth on the reverse hereof.

**OREGON STATE HIGHWAY DEPARTMENT**
(Official name of Highway Department)

By

**State Highway Engineer**
(title)

By

(title)

By

(title)

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

XXy **C. G. Polk**
Division Engineer

By: **R. C. Wright**
**Administrative Manager**

Date executed by Division Engineer **September 21, 1960**

USComm-DC 40257

## AGREEMENT PROVISIONS

1. **RESPONSIBILITY FOR WORK (all projects except those under an approved 1954 Secondary Road Plan).** The State, through its Highway Department, will perform or cause to be performed, the work covered by the project in compliance with the approved plans and specifications or project proposal which, by reference, are made a part hereof.

2. **HIGHWAY PLANNING PROJECT.** The State Highway Department will conduct or cause to be conducted, under its direct control, engineering and economic investigations of projects for future construction, together with highway research necessary in connection therewith, pursuant to the work program approved by the Bureau of Public Roads; also to publish the results of such investigations and research in a form and arrangement satisfactory to the Bureau of Public Roads.

3. **PROJECT FOR ADVANCE ACQUISITION OF RIGHTS-OF-WAY.** In the event that actual construction of a road on this right-of-way is not undertaken by June 30, 19 ____, the State Highway Department will repay to the Bureau of Public Roads the sum or sums of Federal funds paid to the Highway Department under the terms of this agreement.

4. **INTERSTATE SYSTEM PROJECT.** (a) The State Highway Department will not add or permit to be added, without the prior approval of the Bureau of Public Roads, any points of access to, or exit from, the project in addition to those approved in the plans and specifications for the project. (b) The State Highway Department will not permit automotive service stations, or other commercial establishments for serving motor vehicle users, to be constructed or located on the rights-of-way of the Interstate System.

5. **PROJECT FOR CONSTRUCTION ON INTERSTATE SYSTEM IN ADVANCE OF APPORTIONMENT.** (a) This project, authorized pursuant to Section 108 (h) of the Federal-Aid Highway Act of 1956, will be subject to all procedures and requirements, and conform to the standards, applicable to projects on the Interstate System financed with the aid of Federal funds. (b) No obligation of previously apportioned Federal funds is created by this agreement, its purpose and intent being to provide that, upon application by the State Highway Department, and approval thereof by the Secretary of Commerce, any Interstate funds apportioned to the State under Section 108 of said Act subsequent to the date of this agreement may be used to reimburse the State for the Federal share of the cost of work done on the project.

6. **1954 SECONDARY ROAD PLAN PROJECT.** The State Highway Department will construct the project, or cause it to be constructed, to final completion under its direct supervision, which will include adequate inspection throughout the course of construction, and in accordance with the standards and procedures specified in its 1954 Secondary Road Plan, or exceptions thereto, approved by the Bureau of Public Roads.

7. **BOND ISSUE PROJECT.** (a) Construction, inspection and maintenance of the project will be accomplished in the same manner as for regular Federal-aid projects. (b) No present or immediate obligation is created by this Agreement against Federal funds, its purpose and intent being to provide aid to the State, as authorized by Section 5 of the Federal-Aid Highway Act of 1950, for retiring maturities of the principal indebtedness of the bonds referred to below. As such bonds mature and the State requests Federal reimbursement pursuant hereto to aid in meeting such maturities and certifies that such bonds have been retired, payment of the authorized Federal share will be made from appropriate funds available. If in any year there is no unobligated balance of any apportioned Federal funds available from which payments hereunder may be made, there will be no obligation on the part of the Federal Government on account of bond maturities for that year. (c) Funds available to the Highway Department for this project are the proceeds of bonds issued by the governmental unit indicated in paragraph 8, pursuant to the authority and in the amounts by date of issue and beginning date of maturities set forth therein.

---

8. **OTHER**

Form PR-2 (9-12-57)

USComm-DC 40257

September 16, 1960

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

We are forwarding two copies of project agreement, signed by the Highway Commission, for the K.I.D. "A" Canal Bridges, Project No. S-317(1).

Very truly yours,

W. C. Williams
State Highway Engineer

By

R. L. Porter
Office Engineer

RHC:jb

August 26, 1960

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

We are forwarding four copies of estimate as a basis for project agreement for the K.I.D. "A" Canal Bridges, Project No. S-317(1).

Very truly yours,

W. C. Williams
State Highway Engineer

By

J. W. Nash
Asst. Office Engineer

RNC:sw

Enc.

Oregon State Highway Department

Federal Aid Project
No. S-317(1)

# K.I.D. "A" CANAL BRIDGES ON THE HOPE-HOMEDALE ROAD IN KLAMATH COUNTY

(Estimate as basis for project agreement. Based on low bid prices.)

Salem, Oregon, August 26, 1960

### Type Code X021
### K.I.D. "A" Canal Bridge (Sta. 5+12 to 6+24)(Contract No. 4803)

| | | | |
|---|---|---|---|
| Remove Old Bridge | All Required | | $ 3,750.00 |
| Structural Excavation | 140 cu.yds. | $ 7.00 | 980.00 |
| Class "A" Concrete | 230 cu.yds. | 65.00 | 14,950.00 |
| Metal Reinforcement | 55,000 lbs. | 0.14 | 7,700.00 |
| Treated Lumber | 6 MFBM | 350.00 | 2,100.00 |
| Metal Rail | 225 lin.ft. | 5.90 | 1,327.50 |
| | | | $30,807.50 |

### Type Code X020
### K.I.D. "A" Canal Bridge (No. 8104)(Sta. 21+91 to Sta. 23+41) (Contract No. 5783)

| | | | |
|---|---|---|---|
| Shoring, Cribbing, Etc. | All Required | | $ 3,000.00 |
| Structural Excavation | 180 cu.yds. | $ 3.00 | 540.00 |
| Structural Excavation Below Elevation Shown | 25 cu.yds. | 25.00 | 625.00 |
| Furnish Steel Piling | 150 lin.ft. | 7.00 | 1,050.00 |
| Drive Piles | 10 only | 100.00 | 1,000.00 |
| Splice Piles | 2 only | 100.00 | 200.00 |
| Class "A" Concrete (382 cu.yds.) | All Required | | 20,000.00 |
| Metal Reinforcement (69,000 lbs.) | All Required | | 9,000.00 |
| Metal Parapet Rail | 298 lin.ft. | 5.00 | 1,490.00 |
| 8-inch Metal Drain Pipe | 25 lin.ft. | 5.00 | 125.00 |
| | | | $37,030.00 |
| | Subtotal | | 67,837.50 |
| | 10% Engr. & Cont. | | 6,783.50 |
| | Total | | $74,621.00 |

Length of 2 Structures . . . . . . . . . . . . 0.050 Mile

| | |
|---|---|
| Federal Funds - - - - - - - - - - - - - - - - - - - - - - - - - - | $44,700.00 |
| State Funds - - - - - - - - - - - - - - - - - - - - - - - - - - | 14,960.50 |
| County Funds- - - - - - - - - - - - - - - - - - - - - - - - - - | 14,960.50 |
| | $74,621.00 |

State Funds For Const: Chap. 175, laws 1917; Chap. 31, laws 1920
Chap. 529, laws 1939

Funds For Maint: Chap. 529, laws 1939

Note: Necessary funds have been deposited with the Highway Department by Klamath County.

803

| | | |
|---|---|---|
| Monthly transaction number<br>11-31 | Form R-2A (5-31-57) U.S. DEPARTMENT OF COMMERCE<br>BUREAU OF PUBLIC ROADS | State Oregon |
| Project report number<br>5 | **MODIFICATION OF FEDERAL-AID PROJECT AGREEMENT**<br>11-13-57 | County Klamath |
| | | Project number S-316(1) |

RECEIVED
NOV 11 1957
FOR FILING

The Project Agreement for the above-referenced project entered into between the undersigned parties and executed by the Division Engineer on **November 15**, 19**56**, is hereby modified as follows:

Revised estimated total cost of project $ **40,555.49**

Revised Federal funds $ **25,063.00**

Other revisions - **None.**

All other terms and conditions of the Project Agreement will remain in full force and effect.

This modification is effective as of the 13th day of November, 19 57.

**OREGON STATE HIGHWAY COMMISSION**
(Official name of Highway Department)

By Chas H Reynolds

**Chairman, State Highway Commission**
(Title)

By

**Member, State Highway Commission**
(Title)

By

**Member, State Highway Commission**
(Title)

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

By C H Polk
Division Engineer

RECOMMENDED FOR APPROVAL:
STATE HIGHWAY ENGINEER

November 4, 1957

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

We are forwarding two copies of modification of project agreement, signed by the Highway Commission, for the Lost River (Wilson Dam) Bridge, Project No. S-316(1).

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

RNC:ia

November 4, 1957

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

We are forwarding two copies of modification of project agreement, signed by the Highway Commission, for the Lost River (Wilson Dam) Bridge, Project No. S-316(1).

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

RNC:ia

RECEIVED
NOV 29 1956
FOR FILING

FORM PR 3 (October 1954)
U. S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

CP RB-2295

State Oreg
County Klamath
Project No. S-316(1)

# PROJECT AGREEMENT FOR SECONDARY ROAD UNDER 1954 SECONDARY ROAD PLAN

MEMORANDUM OF AGREEMENT made this 15th day of November 1956, by and between The Oregon State Highway Commission constituting for the purpose hereof the Highway Department of the State of Oregon, hereinafter called the Highway Department, and the Commissioner of Public Roads, Bureau of Public Roads, Department of Commerce, hereinafter called the Commissioner, pursuant to the provisions of the Act of Congress approved July 11, 1916 (39 Stat., 355), as amended and supplemented.

WITNESSETH:

WHEREAS, the Highway Department of said State has submitted a program, which was approved on the 10th day of May, 1956, for the project hereinafter described; and

WHEREAS, the Highway Department has furnished a contract estimate or force account estimate for said project; and

WHEREAS, State or local funds have been made available for the project in accordance with the requirements of the aforesaid Act of July 11, 1916, as amended and supplemented.

NOW, THEREFORE, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Commissioner do hereby mutually agree as follows:

## WORK EMBRACED IN PROJECT

ARTICLE I. This agreement covers the following work as briefly described in the program:

Being 0.013 miles of bridge construction,
(Character of work)

between a point on FAS 419 at Dehlinger and another point on FAS 419 north of Dehlinger,
(Control points)
consisting of 0.000 miles of roadway and one (Number) bridge~~s~~ totaling 0.013 miles in length.

## CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE II. The Highway Department will construct or cause to be constructed to final completion said project under its direct supervision, which shall include adequate inspection throughout the course of construction, and in accordance with the standards and procedures approved by the Commissioner under its 1954 Secondary Road Plan.

## UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE III. The United States pro rata share of the cost of the project covered by this agreement shall not in any event exceed the sum of twenty three thousand, three hundred and 00/100 dollars ($23,300.00), which does not exceed the authorized United States pro rata share of the approved total estimated cost of said project, which is thirty seven thousand, six hundred sixty four and 00/100 dollars ($37,664.00).

## PAYMENTS

ARTICLE IV. As the work on said project progresses, or upon its completion, and upon receipt of vouchers from the Highway Department, the Commissioner shall from time to time submit schedules of vouchers certified by him to the Secretary of the Treasury for payment to the official or depository authorized under the laws of said State and designated by the Highway Department to receive public funds.

The Commissioner reserves the right to withhold such sums as he may deem necessary to insure completion of the work in compliance with this agreement.

## MAINTENANCE OF PROJECT

ARTICLE V. The Highway Department will be responsible for the maintenance of said project in compliance with said Act of July 11, 1916, as amended and supplemented, and will use every means within its power to insure proper and permanent maintenance thereof.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures as of the day and year first above written.

OREGON STATE HIGHWAY COMMISSION
(Official title of Highway Department)

By
Chairman, State Highway Commission
(Title)

By
Member, State Highway Commission
(Title)

By
Member, State Highway Commission
(Title)

RECOMMENDED FOR APPROVAL:
STATE HIGHWAY ENGINEER

COMMISSIONER OF PUBLIC ROADS
By
Division Engineer, Bureau of Public Roads

—33205

November 9, 1956

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

We are forwarding two copies of project agreement, signed by the Highway Commission, for the Lost River (Wilson Dam) Bridge, Project No. S-316(1).

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

RNC:bb

11503

# PROJECT AGREEMENT

DESCRIPTION: (JOB, SECTION AND HIGHWAY)

Lost River (Wilson Dam) Bridge
Charles Drew Road
Klamath County

NATURE OF WORK:

structure

CONTRACT NUMBER, CONTRACTOR AND DATE OF AWARD:

4803 Tom Lillebo 8-24-56

DATE OF COMPLETION:

100 Workdays from 9-4-56

REMARKS:

October 2, 1956

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

We are enclosing four copies of estimate as a basis for project agreement for the Lost River (Wilson Dam) Bridge, Project No. S-316(1).

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

HMC:ia

Encl.

Oregon State Highway Department

Federal-Aid Project
No. S-316(1)

## LOST RIVER (WILSON DAM) BRIDGE

## ON THE CHARLES DREW ROAD IN KLAMATH COUNTY

(Estimate as basis for project agreement. Based on low bid prices.)

Salem, Oregon, September 28, 1956

Type Code X021
Lost River Bridge (Sta. 3+11.20 to 3+82.17)

| | | | |
|---|---|---|---|
| All Required | Remove Old Bridge | $ | $ 5,400.00 |
| 280 cu. yds. | Structural Excavation | 8.00 | 2,240.00 |
| 270 cu. yds. | Class "A" Concrete | 70.00 | 18,900.00 |
| 55,000 lbs. | Metal Reinforcement | 0.14 | 7,700.00 |
| | | Subtotal | $ 34,240.00 |
| | | 10% Engr. & Cont. | 3,424.00 |
| | | Total | $ 37,664.00 |

Length 0.013 mile

| | |
|---|---|
| Federal Funds.......................................................... | $ 23,300.00 |
| State Funds.......................................................... | 7,182.00 |
| County Funds.......................................................... | 7,182.00 |
| | $ 37,664.00 |

State Funds for Const.: Chap. 175, Laws 1917; Chap. 31, Laws 1920; Chap. 529, Laws 1939.

Funds for Maint.: Chap. 529, Laws 1939.

**Note:** Necessary funds have been deposited with the Highway Department by Klamath County.

FORM E-30X—50,000—10-54—79484

# OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
August 27, 1956

SUBJECT: County FAS Projects
August 16-17 Lettings

To: Mr. [illegible] H. Probert
[illegible]

Attention: Mr. J. V. Nash

The following county FAS projects, upon which bids were received August 16th and 17th, are covered by agreements which require collection of the full federal participation on total costs up to the sum set after each project:

| County | Section | Project | Amount |
|---|---|---|---|
| Hood River | Indian Creek-Windmaster Corner | S-315(1) | $ 35,000 |
| Josephine | Slate Creek Bridge | S-324(1) | $ 25,000 |
| Klamath | Lost River and Main Canal Bridges | S-316(1)<br>S-317(1) | $[illegible],000 |
| Union | Iowa School-La Grande | S-326(1) | Federal funds<br>Programmed<br>$ 75,000 |

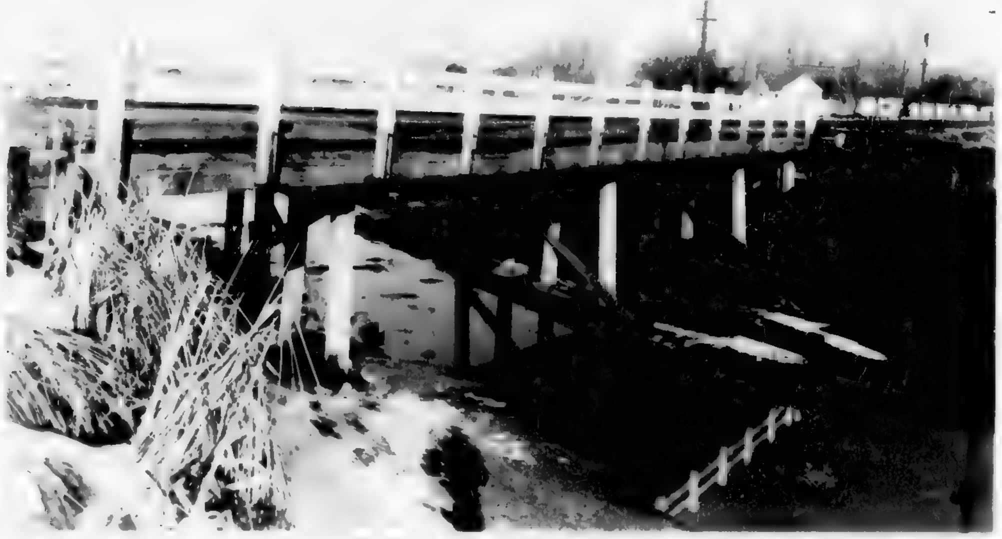
J. F. H.
John F. Hagemann
Asst. Engr., County & City Relations

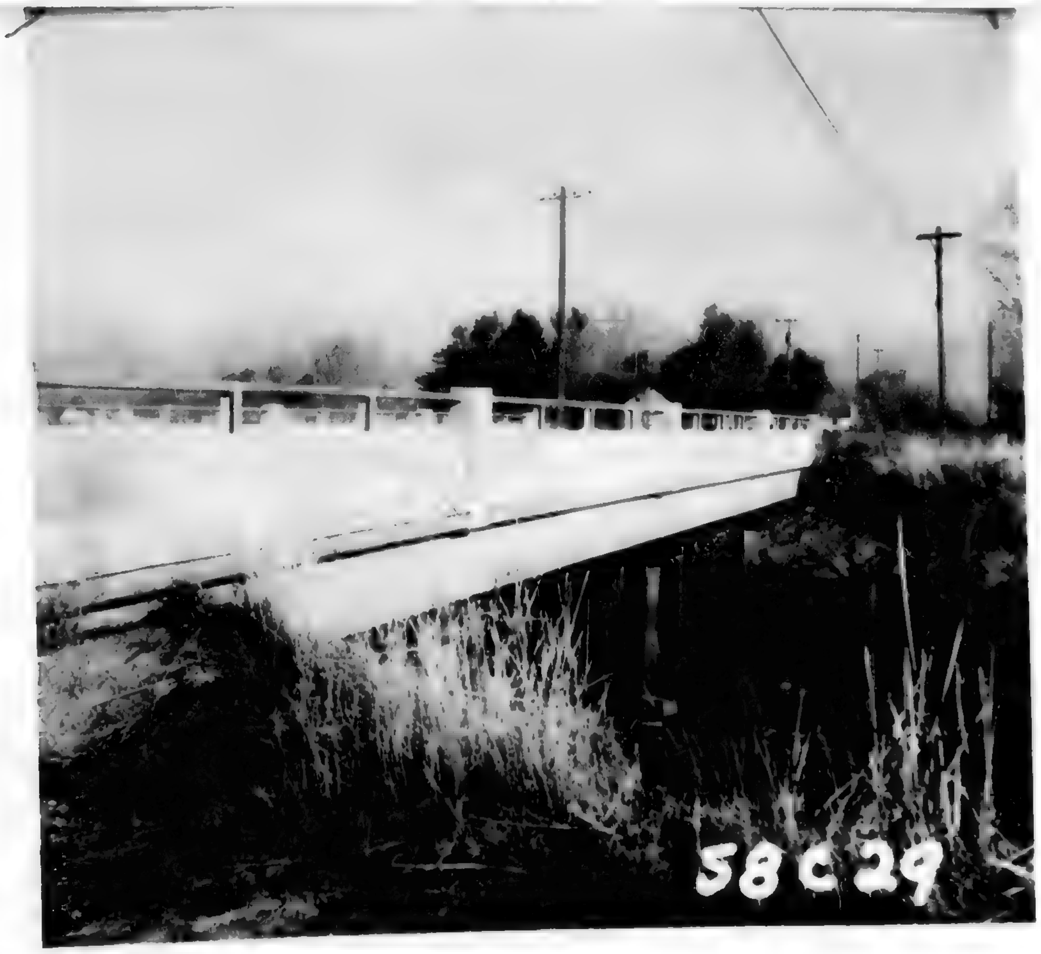
JFH:mm

FAS [illegible] County [illegible] Contract No.

Section

Location

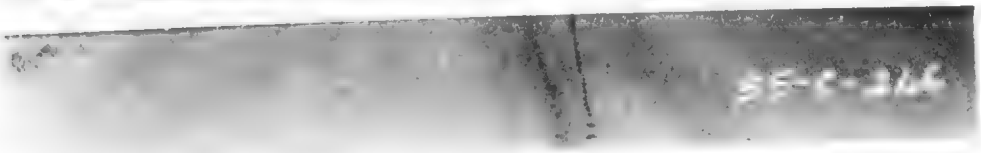


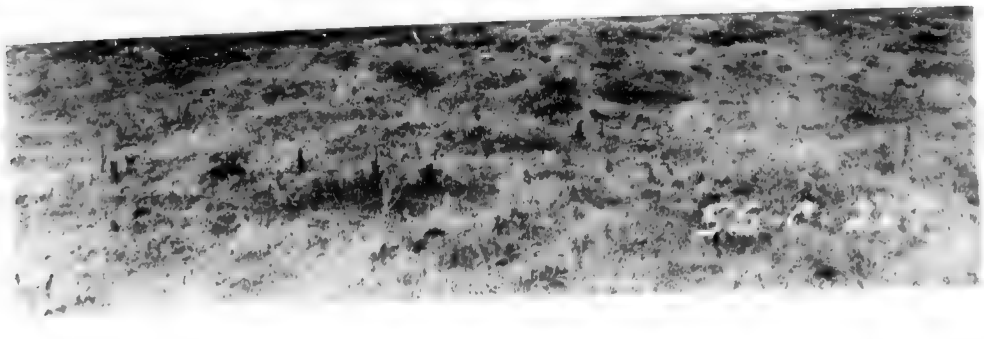


FAS 685 County [illegible] Contract No.

Section

Location





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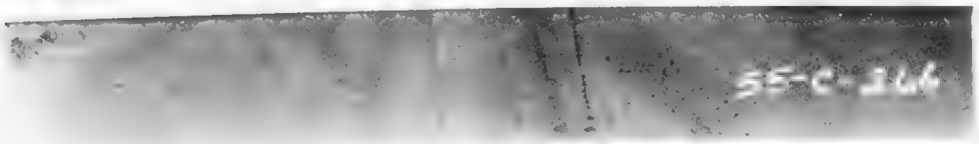
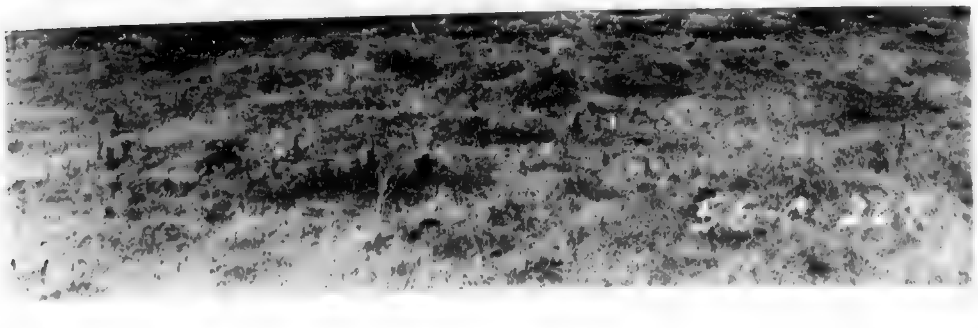

55-C-266


56-C-267

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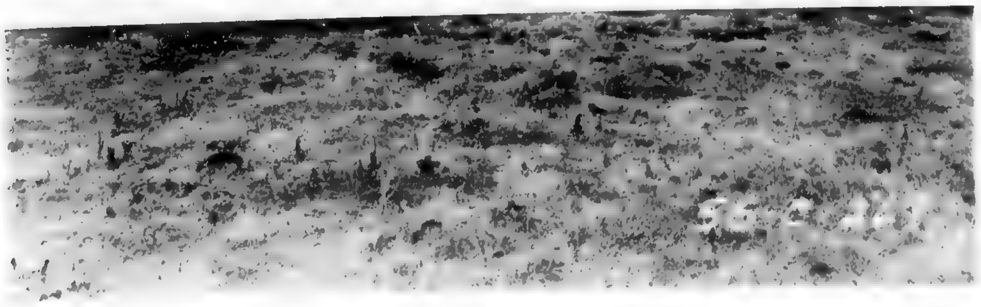

H. B. Glaisyer
Secretary

Warrant Mailed: [illegible] 1957

Ruth Rawlings

1957

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Date

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Remarks:

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Date: May 20, 1957

To the Accounting Division:

Release of the above warrant is hereby authorized

H. B. Glaisyer
Secretary

NOTED ON CARD
Im

Warrant Mailed: [illegible] 1957

Ruth Rawlings

RECEIVED
MAY 9 - 1957

RECEIVED
FOR [illegible]

OREGON STATE HIGHWAY DEPARTMENT
(date)
May 17, 1957

| | | |
|---|---|---|
| S 316 (1)+<br>(CONTRACT NO.) | (EST. NO.) | (CONTRACTOR) |
| 4803 | 5-Final | Tom Lillebo Assigns Tom Lillebo Constr Co. |
| (VOUCHER NO.) | (WARRANT NO.) | (AMOUNT) | (DATE) |
| 10831 | H-181201 | $ 10,145.51 | 5/17/57 |

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

Ruth Rawlings
ACCOUNTING DIVISION

---

Specified completion Date: **100 Workdays from 9-4-56**

Time Extensions: **None**

Completion Date: **Mar. 26, 1957**

Date Accepted: **Apr. 19, 1957**

Penalties: **None of record**

Claims: **None of record**

Remarks:

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Date: **May 20, 1957**

To the Accounting Division:

Release of the above warrant is hereby authorized

H. B. Glaisyer
Secretary

NOTED ON CARD
em

Warrant Mailed: [illegible] 20 1957

Ruth Rawlings

RECEIVED
MAY 9 - 1957

FOR FILING
[illegible]
[illegible]
4303

May 9, 1957

**CERTIFIED MAIL**

Rodgers Insurance Agency, Inc.
803 Title & Trust Bldg.
Portland 4, Oregon

Gentlemen:

State Highway Contract No. 4303 for work performed on the Homedale and Charles K.I.D. "A" Canal and Lost River Section of the Drew County Roads in Klamath County was completed by the contractor, Tom Lillebo, on Mar. 26, 1957 and was formally accepted by the Highway Commission on Apr. 19, 1957.

Final payment in the amount of $10,145.51 will be released to the contractor, Tom Lillebo, assigned to Tom Lillebo Construction Company, a Corporation, on or after May 20, 1957. The total contract amount is $67,712.75, and no force account work was performed on the project.

The State is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the State assumes no responsibility for such claims should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor.

Very truly yours,

H. B. Glaisyer, Secretary
OREGON STATE HIGHWAY COMMISSION

By
Floyd Query, Assistant Secretary

em

cc: Federal Insurance Co.
Bonding Department
320 California St.
San Francisco 4, Calif.

NOTED ON CARD
em

NOTED
V. R. JONES

NOTED
Harold C. Ayers

April 24, 1957

Klamath County Court
Courthouse
Klamath Falls, Oregon

NOTED
John F. Hagemann

Gentlemen:

This is to advise you that work on Contract No. 4803 for constructing the Lost River and K.I.D. "A" Canal Bridges on FAS 685 and 686 was completed on March 26, 1957.

Under the terms of the agreement signed by the County Court on August 10, 1956, and by the Highway Commission on August 17, 1956, the County assumed maintenance of and continued jurisdiction over the above named bridges as of the date of completion.

Very truly yours,

W. C. Williams
State Highway Engineer

By

C. G. Swenson
Acting Engr., County and City Relations

JDG:mm

NOTED
C. G. SWENSON

RECEIVED
SEP 12 1956

FOR FILING

[illegible]
S-517(1)
[illegible]

September 11, 1956

Mr. Tom Lillebo
Reedsport
Oregon

Dear Sir:

We enclose herewith three fully executed copies of contracts awarded to you by the State Highway Commission, as follows:

Contract No. 4786, covering Umpqua Lighthouse State Park Latrine in Douglas County.

Contract No. 4790, covering Umpqua River Bridge Pier Protection on the Oregon Coast Highway in Douglas County.

Contract No. 4803, covering K.I.D. "A" Canal and Lost River Bridges on the Homedale and Charles Drew County Roads in Klamath County.

We are also sending a copy of each of the above contracts to the surety on your performance bonds.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encls.

Form A-750—10M—9-55

INVOICE

NOTED
V. B. [illegible]

NOT
Harold C. [illegible]

# Oregon State Highway Department

SALEM, OREGON

Klamath County
Klamath Falls, Oregon

Attn: County Court

NOTED
J. W. CATTRALL

Invoice No. 47102
Date August 28, 1956
Your Req. No.
Billing Request No. cc-260
Credit distribution: 518-1076-297

| | | |
|---|---|---|
| | Advance Deposit | 14,630.00 |
| Partial transfer county's share total cost. Main Canal and Lost River Bridges, FAS 685 and 686, covered by agreement dated August, 1956. | | 12,630.00 |
| Homedale Rd | To be retained | $ 2,000.00 |

RECEIVED
AUG 29 1956
ENGINEER
COUNTY & CITY RELATIONS

ACKNOWLEDGMENT OF BILLING REQUEST

State Printing 88944

Cash Received with Request: $

By

By

John W. Cattrall
Engineer, County and City Relations

JDG:mm

NOTED
V. R. JONES

NOTED
J. W. CATTRALL

NOTED
Harold C. Ayers

[illegible]
J. F. HAGEMANN

August 24, 1956

Mr. W. R. Canton
Klamath County Engineer
Courthouse
Klamath Falls, Oregon

Dear Sir:

This is to acknowledge receipt of Warrant No. 1018 in the amount of $14,630 in connection with the bridges on FAS 685 and 686. Contract No. 4803 has been awarded to Tom Lillebo, Reedsport, and a copy of the contract will be forwarded to you as soon as available.

Very truly yours,

W. C. Williams
State Highway Engineer

By

John W. Cattrall
Engineer, County and City Relations

JDG:mm

NOTED
V. R. JONES

NOTED
Harold C. Ayers

NOTED
J. W. CATTRALL

Salem, Oregon
August 24, 1956

Lost River (Wilson Dam) and
K.I.D. "A" Canal (Homedale Road) Bridges,
FAS 685 and 686, Klamath County

Mr. P. M. Stephenson
OFFICE

NOTED
J. F. HAGEMANN

We have received this date the required deposit from Klamath County as the subject named bridges.

This project is now clear and a contract may be awarded.

John D. Graham
Office Engr., County & City Relations

JDG:mm

cc: G. S. Paxson
S. H. Probert

KLAMATH COUNTY ROAD DEPARTMENT
OFFICE OF
W. R. CANTON
COUNTY ENGINEER
COURT HOUSE
KLAMATH FALLS, OREGON

August 23, 1956

Mr. W.C. Williams
Oregon State Highway Commission
Salem, Oregon

Attention Mr. John W. Cattrall

Gentlemen:

Replying to your letter of August 17, 1956, we are forwarding a County warrant #1018 in the amount of $14,630.00, our share of FAS 685 and 686 bridges.

We trust this will permit you to award the contract.

Very truly yours,

W R Canton
W.R. Canton
County Engineer

WRC/ok

Encl-1 Warrant No. 1018 for $14,630.00

RECEIVED
AUG 24 1956
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
AUG 24 1956
ENGINEER
COUNTY & CITY RELATIONS

August 17, 1956

Klamath County Court
Klamath County Courthouse
Klamath Falls, Oregon

NOTED
J. W. CATTRALL

Gentlemen:

On August 17th the Highway Commission received a satisfactory bid from Tom Lillebo of Reedsport for construction of the Lost River (Wilson Dam) and K.I.D. "A" Canal (Homedale) Bridges on FAS 685 and 686. In accordance with the agreement between county and state the following advance deposit is required from the county prior to awarding of a contract:

| | |
|---|---|
| Bid Items | $65,047.50 |
| 12-1/2% Engineering & Contingencies | 8,130.94 |
| Estimated Total Cost.................. | $73,178.44 |
| Advance Deposit of 20%............. | $14,630.00 |

Please make this deposit by means of a check or warrant payable to the Oregon State Highway Commission in the amount of $14,630, forwarding same to this office. Upon receipt of said deposit a contract will be awarded.

Very truly yours,

W. C. Williams
State Highway Engineer

By

John W. Cattrall
Engineer, County and City Relations

JFH:mm

RECEIVED
AUG 2[illegible] 1956
FOR FILING

S-316(1)
S-317(1)
4203

[illegible]

Salem, Oregon
August 27, 1956

Maintenance & Finance Agr. Klamath County
Lost River (Wilson Dam) Bridge
K.I.D. "A" Canal (Homedale Road) Bridge

Mr. John W. Cattrall
City & County Relations Engineer
Office

Attached hereto for further handling are five certified copies of a maintenance agreement covering the K.I.D. "A" Canal (Homedale Road) Bridge Section, S-317(1), FAS 686 and four certified copies of a maintenance agreement covering the Lost River (Wilson Dam) Bridge Section S-316(1), FAS 685, and one conformed copy of a finance agreement covering the above sections.

One fully executed copy of each agreement has been retained in this office for the Commission's files and one fully executed copy of each has been sent to the County Court of Klamath County.

Secretary

rn
Attach: 10

RECEIVED
AUG 23 1956
FOR FILING

S-316(1) +
S-317(1)
FAS

August 27, 1956

County Court of Klamath County
Court House
Klamath Falls, Oregon

Gentlemen:

We are enclosing herewith for the records and files of Klamath County fully executed copies of two maintenance agreements and one finance agreement covering the Lost River(Wilson Dam) Bridge Section, S-316(1),FAS 685 and the K.I.D. "A" Canal (Homedale Road) Bridge Section S-317(1), FAS 686.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

rn
Enc. 3

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RECEIVED
SEP 14 1956
FOR FILING

August [illegible], 1956

Mr. Tom [illegible]
[illegible], Oregon

Dear Mr. [illegible]:

The State Highway Commission on August 12, 1956, accepted your proposal for construction of the Lost River Bridge and F.A.S. [illegible] Canal Bridge in Klamath County for the sum of $[illegible] and referred it to the State Highway Engineer with authority to award the contract to you as soon as certain conditions had been fulfilled. This note is to inform you that such conditions have now been satisfied and that the State Highway Engineer today awarded you the contract in conformity with the Commission's authorization. This project has been assigned Contract No. [illegible].

Contract forms are now being prepared in this office and will be mailed to you shortly for execution.

This confirms my wire to you of this date.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

[illegible]

cc Pacific Builders & Engineers, Inc.
[illegible] Third Avenue
Seattle 1, Washington
ATTENTION: Dorothy [illegible]

Messrs. R. C. Savage ([illegible])
Tom Edwards
S. H. Probert
F. H. Stephenson

NOTED
J. Mc C.

DOMESTIC SERVICE
Check the class of service desired; otherwise this message will be sent as a fast telegram
TELEGRAM ☐
DAY LETTER ☐
NIGHT LETTER ☐

$
S
E

# WESTERN UNION
## TELEGRAM
W. P. MARSHALL, PRESIDENT

1206 (4-55)

INTERNATIONAL SERVICE
Check the class of service desired, otherwise the message will be sent at the full rate
FULL RATE ☐
LETTER TELEGRAM ☐
SHORE-SHIP ☐

| NO. WDS.-CL. OF SVC. | PD. OR COLL. | CASH NO. | CHARGE TO THE ACCOUNT OF | TIME FILED |
|---|---|---|---|---|
| | | | | |

*Send the following message, subject to the terms on back hereof, which are hereby agreed to*

Salem
August 24, 1956
10:02 A.M.

Mr. Tom Lillebo
Reedsport, Oregon

Contract for Lost River Bridge and U.I.D. "A" Canal Bridge, Klamath County for which you submitted low bid on August 17, 1956, awarded you today. Contract forms follow shortly.

[illegible], Secretary
OREGON STATE HIGHWAY COMMISSION

cc: Confirmation
Accounting (5003-900)
G. W. Head
Files

---

please return four either fully executed or certified true copies to this office for transmittal to the B.P.R.

These projects were approved by the Highway Commission on December 19, 1955.

John D. Graham
Office Engr., County & City Relations

JDG:mm
Att.

NOTED
Harold C. Ayers

**NOTED**
**V. R. JONES**

Salem, Oregon
August 14, 1956

Klamath County Agreements:
Lost River (Wilson Dam) Bridge
S-316(1), FAS 685
K.I.D. "A" Canal (Homedale Road) Bridge
S-317(1), FAS 686

Mr. G. S. Paxson
OFFICE

NOTED
J. F. HAGEMANN

NOTED
J. W. CATTRALL

Attached are three copies of a finance agreement covering the subject named projects.

Two copies of the agreement have been executed by the Court and are now ready for presentation to the Highway Commission for signature. Both copies require your signature of approval.

Also attached are six copies each of a maintenance agreement covering the same projects. After signature by the Highway Commission, please return four either fully executed or certified true copies to this office for transmittal to the B.P.R.

These projects were approved by the Highway Commission on December 19, 1955.

John D. Graham
Office Engr., County & City Relations

JDG:mm
Att.

NOTED
V. R. JONES

NOTED
J. W. CATTRALL

NOTED
Harold C. Ayers

August 8, 1956

Klamath County Court
Courthouse
Klamath Falls, Oregon

NOTED
J. F. HA[illegible]NN

Gentlemen:

Enclosed are two copies of an agreement covering finances, six copies each of two maintenance agreements, six copies each of two encroachment resolutions, and a set of plans and specifications covering the Lost River (Wilson Dam) Bridge and the K.I.D. "A" Canal (Homedale Road) Bridge on FAS 685 and 686 upon which bids will be received August 17th.

The finance agreement covers state and county participation in costs and provides for an advance deposit by the county after the low bid has been determined and prior to award of a contract. The estimated total cost for the projects including engineering and contingencies is $70,000; however, the low bid received plus 12-1/2% for engineering and contingencies will be the basis for the county's advance deposit. Please treat this estimate as confidential.

The maintenance agreement and encroachment resolution are standard forms required by the Bureau of Public Roads.

The set of plans and specifications is for your information and records.

If satisfactory, please sign, have the County Clerk attest, with seal, and return all copies of each agreement and five copies of each resolution to this office. After signature by the Highway Commission a fully executed copy of each agreement will be returned for the county's records. All documents should be mailed so as to arrive in Salem not later than August 13th.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

John W. Cattrall
Engineer, County and City Relations

JFH:mm
Encl.

NOTED

NOTED
Harold C. Ayers

NOTED
J. W. CATTRALL

Salem, Oregon
July 11, 1956

County FAS Projects:
Main Canal Bridge (Homedale Road) &
Wilson Dam Bridge (Lost River)
FAS 686 & 685, Klamath County

Mr. P. M. Stephenson
Bridge Engineer

NOTED
J. [illegible]

Mr. Canton, Klamath County Engineer, advised this date that the Klamath County Court has approved accepting bids on the two subject bridges at the August letting. The Main Canal Bridge is on the Homedale Road.

John F. Hagemann
Asst. Engr., County & City Relations

JFH:mm

NOTED
J. W. CATTRALL

To P. M. Stephenson DATE 6/8/56

County engineer informs me that due to difficulties in aquiring right of way the three bridges that were to be built for the county this year will not be built untill next year. These are the Wilson Dam bridge, the bridge over the canal on homedale rd., and the bridge over the canal in the vicinity of wiard st. FAS 685

FAS 686

RECEIVED
JUN 11 1956
OREGON STATE HIGHWAY COMMISSION
BRIDGE DEPARTMENT

SIGNED R.W. Ellis

---

NO
Harold

t River Reservoir
f FAS 685 with
el pony truss on
15 feet. It is

n span with concrete
of 26 feet. The
t of the new struc-
structed by Klamath

bituminous wearing
ment of this route is

ng area which produces
t is a mail and

Klamath County
Bridge Length: 65 Feet

| Funds: | | |
|---|---|---|
| | Federal | $21,000 |
| | State | 7,000 |
| | County | 7,000 |
| | Total.. | $35,000 |

NO
N

JFH:mm
4/10/56

NOTED
V. R. JONES

NO
Harold

Memo to J. W. Nash

Wilson Dam Bridge (Lost River)
FAS Route 685

This bridge is located at the dam site for the Lost River Reservoir approximately 2.5 miles southeast of the junction of FAS 685 with FAS 419. The existing bridge is a 65 foot long steel pony truss on masonry abutments and has a horizontal clearance of 15 feet. It is inadequate for present traffic.

The proposed project is to construct a steel I-beam span with concrete deck 65 feet in length with a horizontal clearance of 26 feet. The existing masonry abutments will be utilized as part of the new structure. All required road approach work will be constructed by Klamath County without federal cooperation.

The existing road on this route has a 20-foot wide bituminous wearing surface with 5-foot shoulders. No further improvement of this route is planned in the immediate future.

This route traverses a large, flat, irrigated farming area which produces grain, hay, potatoes, and beef and dairy cattle. It is a mail and school bus route.

Klamath County
Bridge Length: 65 Feet

| | | |
|---|---|---|
| Funds: | Federal | $21.000 |
| | State | 7,000 |
| | County | 7,000 |
| | Total.. | $35,000 |

JFH:mm
4/10/56

Memo to J. W. Nash
4/10/56

[illegible]

NOTED
Harold C. A[illegible]

Main Canal Bridges (2)
FAS Route 686

One bridge is located approximately 1 mile south of the easterly junction of FAS 686 with FAS 410. The other bridge is located approximately 0.5 mile south of the westerly junction of FAS 686 with FAS 410. The existing structure at the site first described is an untreated pile trestle 88 feet in length which has deteriorated to the point of inadequacy. There is no existing structure at the second site as this is on a located line.

The proposed project is to construct two reinforced concrete bridges on treated piling. Each bridge will be 100 feet in length with a horizontal clearance of 26 feet. All required road work will be performed by Klamath County without federal cooperation.

With the exception of 0.4 miles of located line this route has been improved to a 20-foot wide bituminous wearing surface with 4-foot shoulders. The county plans to improve the 0.4 mile location to a 20-foot wide bituminous wearing surface with 4- to 5-foot shoulders during the 1956 construction season.

FAS 686 is a loop route serving a thickly populated suburban residential section. A large new school facility is located adjacent to the route.

Klamath County
Bridge Length (2): 200 Feet

| Funds: | | |
|---|---|---|
| | Federal | $36,000 |
| | State | 12,000 |
| | County | 12,000 |
| | Total.. | $60,000 |

NOTED
J. F. [illegible]

JFH:mm

NOTED
Harold C. A[illegible]rs

December 21, 1955

Klamath County Court
Courthouse
Klamath Falls, Oregon

NOTED
J. W. CATTRALL

NOTED
J. F. HAGEMANN

Gentlemen:

This is to advise that the proposed county FAS projects as set forth in the attached tabulation were approved by the Highway Commission on December 19th. Preparation of plans and specifications and approval by the Bureau of Public Roads are now required prior to contracting. Field engineering will be under the supervision of our division office at Bend.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

John W. Cattrall
Engineer, County and City Relations

JFH:mm
Att.

cc: Mr. W. R. Canton, County Engineer

KLAMATH COUNTY
PROPOSED REVISED PROJECTS
(To replace Keno-Worden, surfacing and oiling, FAS 432, approved 10/28/54)

FAS 685 - Wilson Dam Bridge over Lost River, $35,000. This bridge is located approximately 6 miles southeast of Klamath Falls at the dam site for the Lost River Reservoir.

The proposed project is to replace the existing steel pony truss span which is 64' long with a 15'-1" roadway with a new structure having a 26' roadway. The FAS project will be for the structure only with Klamath County performing any required road approach work. Included in the FAS project should be provisions for removal of the existing steel pony truss and stockpiling it for the county at the county shops. The road can be closed during construction; however, this closure period should be kept to a minimum. There are existing masonry headwalls which Mr. Canton, County Engineer, believes should be utilized with the new structure. It is suggested this project be discussed with Mr. Canton before proceeding with the design.

✓ FAS 686 - Two Bridges over KID "A" [illegible] ~~Main Cana~~l, $40,000. One bridge is located on Homedale Road approximately 1 mile south of the Klamath Falls-Lakeview State Highway (South 6th Street). The other is located on the northerly extension of Wiard Street (located line only) approximately 0.05 mile south of Harlan Drive which is approximately 0.5 mile south of the Klamath Falls-Lakeview Highway.

The proposed project is to construct two new bridges approximately 88' in length with a 26' wide roadway over the Main Canal. The bridge on Homedale Road will replace an existing timber structure and the bridge on the Wiard Street Extension will be on a newly located line and there is no existing bridge. Both bridge sites can be closed during construction. Mr. Canton has suggested for these two sites a concrete bridge on treated piles similar to those constructed in Klamath County during 1955. The FAS project will be for the structures only with Klamath County performing any required road approach work.

Cancellation of the Keno-Worden surface and oiling project on FAS 432 is requested as Klamath County elected to perform this work with county forces during the 1955 construction season. A total of $104,000 was initially programmed for this project; however, based on the best figures available at this time only $102,000 remains available. Of this $102,000 $75,000 has been requested for transfer to the bridge projects listed above. This leaves an unprogrammed balance of $27,000 available to Klamath County which can be used for an additional project or for any overruns in the cost of the above bridge projects which might occur.

12/7/55

F-1 5(6) S. Unit, Pendleton-Pilot Rock 1956
Sec. Grading and paving.

#4804

RECEIVED
JU NOV 28 1958
FOR FILING

F [illegible] (6)

4804

Nov. 26, 1958

Kilkenny & Fabre
Attorneys at Law
Title Insurance Bldg.
Pendleton, Oregon

Gentlemen:

This will acknowledge your communication of Nov. 25, 1958, asking if the State Highway Contract No. 4804, with Roy L. Houck & Sons, discloses the names of the partners.

We have examined the contract in question and the copartners are listed as follows: Roy L. Houck, Roy L. Houck Jr., and Carlos T. Houck.

We trust this will give you the necessary information for your record.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

CWH:em

JOHN F. KILKENNY
HAROLD A. FABRE
JOHN H. KOTTKAMP

KILKENNY & FABRE
ATTORNEYS AT LAW
TITLE INSURANCE BUILDING
PENDLETON, OREGON

744

November 25, 1958

#1804

State of Oregon
State Highway Department
Salem, Oregon

Attention: Mr. Floyd Query, Secretary

Dear Mr. Query:

We have received your letter of November 24, 1958, concerning the contract which was let between the State of Oregon and Roy L. Houck & Sons. We would like to know whether the contract discloses the names of the partners.

Sincerely yours,

KILKENNY & FABRE

By John H. Kottkamp

RECEIVED
NOV 26 1958
SALEM
STATE HIGHWAY COMMISSION

RECEIVED
NOV 24 1958
FOR FILING
5.55(a)
4804

November 24, 1958

Kilkenny & Fabre
Attorneys at Law
Title Insurance Building
Pendleton, Oregon

Attention: Mr. John H. Kottkamp

Gentlemen:

This will answer your inquiry of November 21, 1958, regarding relocating a section of the highway between Pendleton and Pilot Rock, US395, between the summer of 1956 and early in 1957.

Our records indicate this project to be Contract No. 4804, the contractor, Roy L. Houck & Sons (copartners), mailing address, 1585 North 20th Street, Salem. This job was a grading and paving project on the South Unit, Pendleton-Pilot Rock Section of the Pendleton-John Day Highway in Umatilla County. It was awarded August 24, 1956, completed May 15, 1957, and accepted by the Highway Commission August 8, 1957. The surety was the General Casualty Company of America, and the agent was Huggins Insurance Agency, 373 N. Church St., Salem.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

CWH:fp

JOHN F. KILKENNY
HAROLD A. FABRE
JOHN H. KOTTKAMP

KILKENNY & FABRE
ATTORNEYS AT LAW
TITLE INSURANCE BUILDING
PENDLETON, OREGON

746

November 21, 1958

Oregon State Highway Commission
Salem, Oregon

Gentlemen:

Sometime prior to the summer of 1956, a contract was let between the State of Oregon and a certain contractor in the Salem area to relocate a section of highway between Pendleton and Pilot Rock, Oregon. This highway was United States 395, and the work was done between the summer of 1956 and early in 1957.

The contractor we are interested in is either Roy L. Houck & Son, or Roy L. Houck & Sons, or possibly Roy Houck Sons corporation. The first-named are partnerships, and the latter is a corporation.

As said, I would like to know the exact entity which entered into this contract.

Sincerely yours,

KILKENNY & FABRE

By John H. Kottkamp

#4804

Copartners

RECEIVED
NOV 24 1958
OREGON
STATE HIGHWAY COMMISSION

| | | |
|---|---|---|
| Monthly transaction number<br>11-40 | F. R-2A (5-31-57) U.S. DEPARTMENT OF COMMERCE BUREAU OF PUBLIC ROADS | ate<br>Oregon |
| | **MODIFICATION OF FEDERAL-AID PROJECT AGREEMENT** | County<br>Umatilla |
| Project report number<br>6 | | Project number<br>F-155(6) |

RECEIVED 1957 FOR FILING

The Project Agreement for the above-referenced project entered into between the undersigned parties and executed by the Division Engineer on November 15, 19 56, is hereby modified as follows:

4804

| | |
|---|---|
| Revised estimated total cost of project | $ 261,939.83 |
| Revised Federal funds | $ 158,661.00 |

Other revisions - None.

All other terms and conditions of the Project Agreement will remain in full force and effect.

This modification is effective as of the 13th day of November, 19 57.

**OREGON STATE HIGHWAY COMMISSION**
(Official name of Highway Department)

By Chas H Reynolds
**Chairman, State Highway Commission**
(Title)

By
**Member, State Highway Commission**
(Title)

By
**Member, State Highway Commission**
(Title)

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

By C H Polk
Division Engineer

RECOMMENDED FOR APPROVAL:
STATE HIGHWAY ENGINEER

USComm-DC 11170

November 4, 1957

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

We are forwarding two copies of modification of project agreement, signed by the Highway Commission, for the S. Unit, Pendleton-Pilot Rock Section, Project No. F-155(6).

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

HMC:ia

# PROJECT AGREEMENT

DESCRIPTION: (JOB, SECTION AND HIGHWAY)

[illegible]
[illegible]
Umatilla County

NATURE OF WORK:

[illegible]

CONTRACT NUMBER, CONTRACTOR AND DATE OF AWARD:
4804 Roy L. Houck & Sons 8-24-56

DATE OF COMPLETION:
Completed: 5-15-57
Accepted: 8-8-57
Final payment mailed

REMARKS: [illegible] to increase amount of Federal funds.

CP R8-2301

Form PR-2 (Revised 1950)

RECEIVED
NOV 20 1956
FOR FILING

F155 (6)

4804

State Oregon
Project No. F-155(6)

U. S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

# PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 15th day of November, 1956, by and between The Oregon State Highway Commission, constituting for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Commissioner of Public Roads, Bureau of Public Roads, Department of Commerce, hereinafter called the Commissioner, pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), and acts amendatory thereof or supplementary thereto:

Whereas the Highway Department of said State submitted on the 6th day of June, 1956, a program, which was approved on the 15 day of June, 1956, for the project hereinafter described; and

Whereas the Highway Department, in accordance with the regulations promulgated for the administration of the act, has furnished surveys, plans, specifications, and/or estimates for said project; and

Whereas the District Engineer of the Bureau of Public Roads approved said surveys, plans, specifications, and/or estimates on the 27th day of June, 1956, and the sum of one hundred fifty thousand and 00/100 dollars ($150,000.00) as the share of the United States payable under said act on account of said project which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Commissioner do hereby mutually agree as follows:

## FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department for said project have been made available in the following manner, to wit:

(*a*) By the State Chapter 175, Laws 1917; Chapter 31, Laws 1920; Chapter 529, Laws 1939. (Include date and citation of act of legislature by which authorized)

(*b*) From other sources ______ (State how placed under direct control of Highway Department)

## WORK EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following work as described in detail in said surveys, plans, specifications, and/or estimates:

Between Stations 500+48.80 and 691+38.65, Pilot Rock northeast, ______, length 3.616 miles, in Umatilla County, being Oregon project No. F-155(6), consisting of 3.616 miles of roadway and no bridges, ~~each~~ of more than 20 feet clear span, ______ ~~mile in length~~

## CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are by reference made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Bureau of Public Roads and in accordance with the laws of said State, Federal regulations hereinbefore mentioned, and the following conditions:

(*a*) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account shall be approved by the Bureau of Public Roads.

## UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the work covered by this agreement shall not in any event exceed the sum of one hundred fifty thousand and 00/100 dollars ($ 150,000.00), which does not exceed the authorized Federal pro rata share of two hundred forty three thousand, five hundred sixty four and 20/100 dollars ($ 243,564.20), the approved total estimated cost of said project.

## PAYMENTS

ARTICLE V. As the work on said project progresses, the Bureau of Public Roads shall from time to time submit vouchers to the Secretary of the Treasury for the payment to the State Treasurer (Official or depository) hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of Oregon (Name) of such sums as shall not, together with previous payments, exceed the United States pro rata share as above specified, of the value, as determined by the Bureau of Public Roads after inspection and approval, of the labor and materials which have actually been put into said work in compliance with the requirements of Article III hereof.

The Commissioner reserves the right to withhold such sum as he may deem necessary to insure completion of the work in compliance with this agreement.

## MAINTENANCE OF PROJECT

ARTICLE VI. The Highway Department will maintain said project in compliance with said act of July 11, 1916, and acts amendatory thereof or supplementary thereto, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: (Include reference to statute authorizing funds and probable amount annually available)

Chapter 529, Laws 1939.

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project.

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. 112.

In witness whereof the parties have hereunto affixed their signatures as of the day and year first above written.

OREGON STATE HIGHWAY COMMISSION
(Official title of Highway Department)

By
Chairman, State Highway Commission
(Title of officer)

RECOMMENDED FOR APPROVAL:
STATE HIGHWAY ENGINEER

By
Member, State Highway Commission
(Title of officer)

By
Member, State Highway Commission
(Title of officer)

By
(Title of officer)

By
(Title of officer)

COMMISSIONER OF PUBLIC ROADS,

By
*Division Engineer,*
*Bureau of Public Roads.*

November 9, 1956

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

We are forwarding two copies of project agreement, signed by the Highway Commission, for the S. Unit, Pendleton-Pilot Rock Section, Project No. F-155(6).

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

KMC:bb

4804

# PROJECT AGREEMENT

DESCRIPTION: (JOB, SECTION AND HIGHWAY)

South Unit, Pendleton - Pilot Rock section
Pendleton - John Day Highway
Umatilla County

NATURE OF WORK:

Grade and Pave

CONTRACT NUMBER, CONTRACTOR AND DATE OF AWARD:

4804 Roy L. Houck & Sons 8-24-56

DATE OF COMPLETION:

130 Workdays from 9-3-56

REMARKS:

October 1, 1956

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

We are enclosing four copies of estimate as a basis for project agreement for the South Unit, Pendleton-Pilot Rock Section, Project No. F-155(6).

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

RNC:ia

Encl.

Oregon State Highway Department

Federal Aid
Project No. F-155(6)

## SOUTH UNIT, PENDLETON-PILOT ROCK SECTION OF THE PENDLETON-JOHN DAY HIGHWAY IN UMATILLA COUNTY

(Estimate as a basis for project agreement. Based on low bid prices.)

Salem, Oregon, September 28, 1956

Type Code 6201
2 Lane Roadway (Sta. 500+48.80 to Sta. 632+00)(Contract No. 4804)

| | | | | |
|---|---|---|---|---|
| All | Required | Clearing and Grubbing (95%) | $ | $ 2,850.00 |
| 100 | cu. yds. | Drainage Excavation, Unclassified | 2.00 | 200.00 |
| 116,500 | cu. yds. | General Excavation, Unclassified | 0.25 | 29,125.00 |
| 380,000 | yd. sta. | Short Overhaul | 0.01 | 3,800.00 |
| 5,200 | C-y.sta. | Long Overhaul | 0.35 | 1,820.00 |
| 3.44 | miles | Finishing Roadbed and Slopes | 900.00 | 3,096.00 |
| 14,400 | lin. ft. | Rounding Cutbanks | 0.15 | 2,160.00 |
| 800 | lin. ft. | 12-inch Concrete Pipe | 2.00 | 1,600.00 |
| 450 | lin. ft. | 18-inch Concrete Pipe | 3.35 | 1,507.50 |
| 220 | lin. ft. | 24-inch Concrete Pipe | 4.45 | 979.00 |
| 100 | lin. ft. | 36-inch Concrete Pipe | 8.25 | 825.00 |
| 150 | cu. yds. | Class "A" Concrete | 70.00 | 10,500.00 |
| 26,000 | lbs. | Metal Reinforcement | 0.15 | 3,900.00 |
| 90 | only | Metal Sight Posts | 2.50 | 225.00 |
| 3,600 | lin. ft. | Metal Guard Rail | 2.75 | 9,900.00 |
| 28,000 | cu. yds. | Coarse Crushed Material in Base | 1.60 | 44,800.00 |
| 7,300 | cu. yds. | 3/4" - 0 Material in Base | 1.70 | 12,410.00 |
| 880 | M-gals. | Sprinkling | 3.00 | 2,640.00 |
| 3.44 | miles | Preparation of Base | 300.00 | 1,032.00 |
| 430 | cu. yds. | 3/4" - 0 Material in Binder Course | 3.55 | 1,526.50 |
| 72 | tons | MC-2 Asphalt in Binder Course | 45.00 | 3,240.00 |
| 10,500 | tons | Asphaltic Concrete Mixture | 3.30 | 34,650.00 |
| 640 | tons | 85-100 Asphalt in Mixture | 35.00 | 22,400.00 |
| 15 | tons | RS-1 Asphalt | 55.00 | 825.00 |
| 30 | only | Extra for Asphaltic Concrete Approaches | 25.00 | 750.00 |
| 40 | tons | RS-2 Asphalt | 47.00 | 1,880.00 |
| 180 | cu. yds. | Aggregate in Pavement Seal | 4.00 | 720.00 |
| 800 | cu. yds. | Furnishing and Placing Aggregates | 6.00 | 4,800.00 |
| 61 | tons | 150-200 Asphalt in Shoulder Oiling | 49.00 | 2,989.00 |
| 19 | tons | RS-1 Asphalt in Shoulder Oiling | 49.00 | 931.00 |
| | | | Subtotal | $208,081.00 |
| | | | 10% Engr. & Cont. | 20,808.10 |
| | | | Total | $228,889.10 |

Length of Roadway 3.438 Mile
Cost of Roadway Per Mi. $66,576.23

Type Code 6202
4 Lane Roadway (Sta. 632+00 to Sta. 691+38.65)(Contract No. 4804)

| | | | | |
|---|---|---|---|---|
| All | Required | Clearing and Grubbing (5%) | $ | $ 150.00 |
| 20 | cu. yds. | Drainage Excavation, Unclassified | 2.00 | 40.00 |
| 6,500 | cu. yds. | General Excavation, Unclassified | 0.25 | 1,625.00 |

| | | | | |
|---|---|---|---|---|
| 0.18 | mile | Finishing Roadbed and Slopes | $900.00 | $ 162.00 |
| 600 | lin. ft. | Rounding Cutbanks | 0.15 | 90.00 |
| 100 | lin. ft. | 18-inch Concrete Pipe | 3.35 | 335.00 |
| 10 | only | Metal Sight Posts | 2.50 | 25.00 |
| 2,400 | cu. yds. | Coarse Crushed Material in Base | 1.60 | 3,840.00 |
| 200 | cu. yds. | 3/4" - 0 Material in Base | 1.70 | 340.00 |
| 70 | M-gals. | Sprinkling | 3.00 | 210.00 |
| 0.18 | mile | Preparation of Base | 300.00 | 54.00 |
| 20 | cu. yds. | 3/4" - 0 Material in Binder Course | 3.55 | 71.00 |
| 2 | tons | MC-2 Asphalt in Binder Course | 45.00 | 90.00 |
| 1,000 | tons | Asphaltic Concrete Mixture | 3.30 | 3,300.00 |
| 60 | tons | 85-100 Asphalt in Mixture | 35.00 | 2,100.00 |
| 3 | tons | RS-1 Asphalt | 55.00 | 165.00 |
| 4 | only | Extra for Asphaltic Concrete Approaches | 25.00 | 100.00 |
| 4 | tons | RS-2 Asphalt | 47.00 | 188.00 |
| 20 | cu. yds. | Aggregate in Pavement Seal | 4.00 | 80.00 |
| 30 | cu. yds. | Furnishing and Placing Aggregates | 6.00 | 180.00 |
| 3 | tons | 150-200 Asphalt in Shoulder Oiling | 49.00 | 147.00 |
| 1 | ton | RS-1 Asphalt in Shoulder Oiling | 49.00 | 49.00 |
| | | | Subtotal | $ 13,341.00 |
| | | | 10% Engr. & Cont. | 1,334.10 |
| | | | Total | $ 14,675.10 |

Length of Roadway 0.178 Mile
Cost of Roadway Per Mi. $82,444.38

## SUMMARY OF FUNDS

| Description | Total Cost | Federal Funds | State Funds |
|---|---|---|---|
| 2 Lane Roadway | $228,889.10 | $140,962.00 | $87,927.10 |
| 4 Lane Roadway | 14,675.10 | 9,038.00 | 5,637.10 |
| | $243,564.20 | $150,000.00 | $93,564.20 |

State Funds for Const.: Chap. 175, Laws 1917; Chap. 31, Laws 1920;
Chap. 529, Laws 1939.

State Funds for Maint.: Chap. 529, Laws 1939.

Oregon State Highway Department

Federal Aid
Project No. F-155(6)

## SOUTH UNIT, PENDLETON-PILOT ROCK SECTION OF THE PENDLETON-JOHN DAY HIGHWAY IN UMATILLA COUNTY

(Estimate to accompany plans and specifications. Not as a basis for project agreement.)

Salem, Oregon, June 25, 1956

Type Code 6201
2 Lane Roadway (Sta. 500+48.80 to Sta. 682+00)

| | | | |
|---|---|---|---|
| All Required | Clearing and Grubbing (95%) | | $ 1,425.00 |
| 100 cu. yds. | Drainage Excavation, Unclassified | $ 2.50 | 250.00 |
| 116,500 cu. yds. | General Excavation, Unclassified | 0.38 | 44,270.00 |
| 380,000 yd. stas. | Short Overhaul | 0.01 | 3,800.00 |
| 5,200 C-yd.sta. | Long Overhaul | 0.40 | 2,080.00 |
| 3.44 miles | Finishing Roadbed and Slopes | 600.00 | 2,064.00 |
| 14,400 lin. ft. | Rounding Cutbanks | 0.15 | 2,160.00 |
| 800 lin. ft. | 12 Inch Concrete Pipe | 2.00 | 1,600.00 |
| 450 lin. ft. | 18 Inch Concrete Pipe | 3.50 | 1,575.00 |
| 220 lin. ft. | 24 Inch Concrete Pipe | 4.50 | 990.00 |
| 100 lin. ft. | 36 Inch Concrete Pipe | 8.50 | 850.00 |
| 150 cu. yds. | Class "A" Concrete | 55.00 | 8,250.00 |
| 26,000 lbs. | Metal Reinforcement | 0.15 | 3,900.00 |
| 90 only | Metal Sight Posts | 2.50 | 225.00 |
| 3,600 lin. ft. | Metal Guard Rail | 2.50 | 9,000.00 |
| 28,000 cu. yds. | Coarse Crushed Material in Base | 2.00 | 56,000.00 |
| 7,300 cu. yds. | 3/4" - 0 Material in Base | 2.25 | 16,425.00 |
| 880 M-gal. | Sprinkling | 3.00 | 2,640.00 |
| 3.44 miles | Preparation of Base | 200.00 | 688.00 |
| 430 cu. yds. | 3/4" - 0 Material in Binder Course | 3.25 | 1,397.50 |
| 72 tons | MC-2 Asphalt in Binder Course | 45.00 | 3,240.00 |
| 10,500 tons | Asphaltic Concrete Mixture | 4.00 | 42,000.00 |
| 640 tons | 85-100 Asphalt in Mixture | 34.00 | 21,760.00 |
| 15 tons | RS-1 Asphalt | 55.00 | 825.00 |
| 30 only | Extra for Asphaltic Concrete Approaches | 25.00 | 750.00 |
| 40 tons | RS-2 Asphalt | 45.00 | 1,800.00 |
| 180 cu. yds. | Aggregate in Pavement Seal | 4.00 | 720.00 |
| 800 cu. yds. | Furnishing and Placing Aggregates | 4.25 | 3,400.00 |
| 61 tons | 150-200 Asphalt in Shoulder Oiling | 50.00 | 3,050.00 |
| 19 tons | RS-1 Asphalt in Shoulder Oiling | 55.00 | 1,045.00 |
| | Subtotal | | $238,179.50 |
| | 10% Engr. & Cont. | | 23,817.95 |
| | Total | | $261,997.45 |

Length of Roadway 3.438 Mile
Cost of Roadway per Mile $76,206.35

**Type Code 6201**
**4 Lane Roadway** (**Sta. 682+00 to Sta. 691+38.65**)

| | | | |
|---|---|---|---|
| All Required | Clearing and Grubbing (5%) | | $ 75.00 |
| 20 cu. yds. | Drainage Excavation, Unclassified | $ 2.50 | 50.00 |
| 6,500 cu. yds. | General Excavation, Unclassified | 0.38 | 2,470.00 |
| 0.18 miles | Finishing Roadbed and Slopes | 600.00 | 108.00 |
| 600 lin. ft. | Rounding Cutbanks | 0.15 | 90.00 |
| 100 lin.ft. | 18 Inch Concrete Pipe | 3.50 | 350.00 |
| 10 only | Metal Sight Posts | 2.50 | 25.00 |
| 2,400 cu. yds. | Coarse Crushed Material in Base | 2.00 | 4,800.00 |
| 200 cu. yds. | 3/4" - 0 Material in Base | 2.25 | 450.00 |
| 70 M-gal. | Sprinkling | 3.00 | 210.00 |
| 0.18 mile | Preparation of Base | 200.00 | 36.00 |
| 20 cu. yds. | 3/4" - 0 Material in Binder Course | 3.25 | 65.00 |
| 2 tons | MC-2 Asphalt in Binder Course | 45.00 | 90.00 |
| 1,000 tons | Asphaltic Concrete Mixture | 4.00 | 4,000.00 |
| 60 tons | 85-100 Asphalt in Mixture | 34.00 | 2,040.00 |
| 3 tons | RS-1 Asphalt | 55.00 | 165.00 |
| 4 only | Extra for Asphaltic Concrete Approaches | 25.00 | 100.00 |
| 4 tons | RS-2 Asphalt | 45.00 | 180.00 |
| 20 cu. yds. | Aggregate in Pavement Seal | 4.00 | 80.00 |
| 30 cu. yds. | Furnishing and Placing Aggregates | 4.25 | 127.50 |
| 3 tons | 150-200 Asphalt in Shoulder Oiling | 50.00 | 150.00 |
| 1 ton | RS-1 Asphalt in Shoulder Oiling | 55.00 | 55.00 |
| | Subtotal | | $ 15,716.50 |
| | 10% Engr. & Cont. | | 1,571.65 |
| | Total | | $ 17,288.15 |

Length of Roadway 0.178 Mile
Cost of Roadway per Mile $97,124.43

## SUMMARY OF FUNDS

| Description | Total Cost | Federal Funds | State Funds |
|---|---|---|---|
| 2 Lane Roadway | $261,997.45 | $162,291.00 | $ 99,706.45 |
| 4 Lane Roadway | 17,288.15 | 10,709.00 | 6,579.15 |
| | $279,285.60 | $173,000.00 | $106,285.60 |

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AUG 11 1957
FOR FILING

OREGON STATE HIGHWAY DEPARTMENT

(date) August 7, 1957

|  |  |  |  |
|---|---|---|---|
| (CONTRACT NO.) | (EST. NO.) | (CONTRACTOR) |  |
| 4804 | 6-Final | Roy L. Houck & Sons |  |
| (VOUCHER NO.) | (WARRANT NO.) | (AMOUNT) | (DATE) |
| 17965 | H-187964 | $ 7,604.57 | 8/7/57 |

4507

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

Ruth Rawlings
ACCOUNTING DIVISION

---

Specified completion Date: **130 workdays from 9-3-56**

Time Extensions: **None**

Completion Date: **May 15, 1957**

Date Accepted: **Aug. 8, 1957**

Penalties: **None of record**

Claims: **None of record**

Remarks:

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Date: **Aug. 12, 1957**

To the Accounting Division:

Release of the above warrant is hereby authorized

H. B. Glaisyer
H. B. Glaisyer
Secretary

Warrant Mailed: AUG 13 1957

Ruth Rawlings

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[illegible]

August 1, 1957

CERTIFIED MAIL

General Casualty Co. of America
Portland Service Office
209 S. W. Fourth Ave.
Portland 4, Oregon

Attn.: G. H. Burnett

Gentlemen:

State Highway Contract No. 4804 for grading and paving on the South Unit, Pendleton-Pilot Rock Section of the Pendleton-John Day Highway in Umatilla County was completed by the contractor, Roy L. Houck & Sons, on May 15, 1957 but has not as yet been accepted by the Commission.

Final payment in the amount of $7,604.57 will be released to the contractor after acceptance by the Commission. The total contract amount is $242,929.11, of which amount $1,694.34 represents force account items.

The State is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the State assumes no responsibility for such claims should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

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FOR FILING
F-155 (6)

July 22, 1957

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
408 State Highway Building
Salem, Oregon

Dear Sir:

In regard to your letter of July 17 pertaining to the late submission of a subcontract on the South Unit, Pendleton-Pilot Rock, Oregon Project F-155 (6), I wish to advise that this subcontract was dated March 1, 1957, but our resident engineer was unable to secure copies until the latter part of June. He repeatedly requested copies of this subcontract but the contractor failed to provide them as requested.

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

cc Mr. W. C. Williams
Mr. Tom Edwards

EAP:ob fn

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

OREGON DISTRICT

408 STATE HIGHWAY BLDG.
SALEM, OREGON

08-35

July 17, 1957

Mr. W. C. Williams
State Highway Engineer
Salem, Oregon

Dear Sir:

On Pendleton-Pilot Rock, Oregon Project F-155(6), South Unit, our records show the project was completed May 15, 1957. Subsequently our area engineer made a final inspection of this project May 21, 1957.

We desire additional information to clarify the reason a subcontract was approved on July 15, 1957.

Very truly yours,

C G Polk
C. G. POLK
Division Engineer

RECEIVED
JUL 17 1957
OFFICE OF
STATE HIGHWAY ENGINEER

FOR FILING

F 155 (6)

4804

# OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
July 15, 1957

SUBJECT:

To: Mr. A. F. Parson
Division Engineer
State Highway Department
La Grande, Oregon

The subcontract between Roy L. Houck & Sons and the R & W Construction Company covering Item 15 on the South Unit, Pendleton-Pilot Rock Contract No. 4804, Oregon F-155 (6) is approved, and you may so inform the interested parties.

Four copies of the subcontract are returned herewith for distribution.

Tom Edwards
Construction Engineer

By

Edwin A. Pease
Construction Office Engineer

EAP:ob

Encls.

cc to: Forrest Cooper
C. G. Polk (2)

NOTED

RECEIVED
JUL 15 1957
OFFICE OF
STATE HIGHWAY ENGINEER

Form E-1—10M—10-38

O GON STATE HIGHWAY DEPARTM T

# Field Engineer's Weekly Report

**FINAL REPORT**

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending June 28, 1957

Section South Unit, Pendleton-Pilot Rock

Kind of work Grading & Paving

Highway Pendleton-John Day

Section prefix 30-1054

Contractor Roy L. Houck & Sons

Contract number 4804

Date of contract August 24, 1956

Date of completion 130 days begin Sept. 3, 1956

Date work started August 31, 1956

Estimated date of completion May 15, 1957

Project authorization . . . . . . . . $ 251,631.00

Exclusive of Engineering . . . . . . . $ 233,737.24

Per cent of time elapsed 46.9 %

Estimated cost of completed project, exclusive of engineering . . . . . . . . . . . . . . . . $ 245,340.55

Estimated per cent overrun XXXXXXXXXX . . . . . . . . . . . . . . . . . . . . . . . . . 3.4 %

Per cent of contract completed, based on total contract price . . . . . . . . . . . . . . . . 100 %

Engineering authorization . . . . . . . $ 17,893.76

Engineering cost to date $ 14,810.81, 82.8 %

Date project was completed May 15, 1957

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

The Semi-final estimate was completed and submitted on Tuesday of this week to the La Grande Division Office.

This completes this project with possible exception of any rechecking.

Noted
M. N. Juve

NOTED

Signed Resident Engineer

Address Pendleton, Oregon

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

State Printing 80712

|  | GRADING | SURFACING | MAINTENANCE MATERIALS | OIL AND BITUMINOUS MACADAM | PAVING |
|---|---|---|---|---|---|
| Miles in project | 3.62 | 3.62 |  |  | 3.62 |
| Miles partially completed |  |  |  |  |  |
| Miles completed | 3.62 | 3.62 |  |  | 3.62 |
| Total estimated quantities (contract) | 123,000 CY | 37,900 CY |  |  | 11,500 Tons |
| Total quantities corrected to date |  |  |  |  |  |
| Estimated quantities moved or placed to date | 134,985 CY | 45,416 CY |  |  | 12,135 Tons |
| Average daily quantities |  |  |  |  |  |
| Average daily quantities necessary to complete project on time |  |  |  |  |  |
| Number shifts per day |  |  |  |  |  |
| Hours per shift |  |  |  |  |  |
| Average force on project for week |  |  |  |  |  |

Men

Supervision

Men and trucks under 3 tons

Men and trucks over 3 tons

Men and tractors

Equipment used during week: Shovels .........., Power graders .........., Rollers.........., Mixers .........., Crushing or screening plants ..........

Compressors ............, Bulldozers ............, Compaction rollers ............, . . . . . ............, . . . . . ............, . . . . . ............

|  | WEATHER | HRS. DELAY | CAUSE OF DELAY |
|---|---|---|---|
| Sunday |  |  |  |
| Monday | Clear-cool |  |  |
| Tuesday | Pt. fair |  |  |
| Wednesday | Cloudy |  |  |
| Thursday | Pt. fair |  |  |
| Friday | Pt. fair |  |  |
| Saturday |  |  |  |

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JUN 14 1957
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4804

June 14, 1957

**CERTIFIED MAIL**

General Casualty Company of America
Portland Service Office
209 S. W. Fourth Ave.
Portland 4, Oregon

Attn.: Mr. O. H. Burnett

Gentlemen:

It is the intention of the State Highway Commission to release to Roy L. Houck & Sons a portion of the funds heretofore retained by the Commission on Contract No. 4804, for grading and paving on the So. Unit, Pendleton-Pilot Rock Section of the Pendleton-John Day Highway in Umatilla County.

This payment, in the amount of $19,212.92, reduces the retained percentage to 3% of the total amount earned by the contractor, or the sum of $7,278.08. The present payment will be released on or after June 24, 1957.

The State is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the State assumes no responsibility for such claims should there be any.

Very truly yours,

H. B. Glaisyer, Secretary
OREGON STATE HIGHWAY COMMISSION

By
Floyd Query, Assistant Secretary

NOTED ON CARD

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MAY 21 1957
FOR FILING

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4804

May 17, 1957

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

This is to advise you that work was completed on May 15, 1957, on Contract No. 4804, South Unit, Pendleton-Pilot Rock Section, in Umatilla County, in connection with Federal Aid Project No. F-155(6).

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

cc: Clarence G. Swanson

DBP:ia

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1957
FOR FILING

April 16, 1957

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for Extra Work No. 2 covering state share of flagging costs on the South Unit, Pendleton-Pilot Rock Section of the Pendleton-John Day Highway in Umatilla County, Contract No. 4804, in connection with Federal Aid Project No. F-155(6).

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

Encl.
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RECEIVED
OCT 26 1956
FOR FILING

Salem, Oregon
October 25, 1956

S. Unit, Pendleton-Pilot Rock Section
Pendleton-John Day Highway
City of Pilot Rock

Mr. C. W. Enfield
OFFICE

The Highway Commission now has under contract the above named project. The new alignment entering the city of Pilot Rock is a four-lane facility which necessitates a cut of approximately four feet at the intersection of Bud Parks Street with the new highway. It is the intent of the highway department to close Bud Parks Street at this point. Attached is a copy of a letter from the recorder of Pilot Rock citing an excerpt from the minutes of the Council meeting held September 10, 1956, in connection with the street closure. It is requested that the following documents be prepared in connection with this closure:

1. An agreement between the state and city as follows:

THINGS TO BE DONE BY STATE

1. State shall close Bud Parks Street at the southeasterly right-of-way line of the Pendleton-John Day Highway.

THINGS TO BE DONE BY CITY

1. City consents to the closure of Bud Parks Street as described in paragraph 1 under THINGS TO BE DONE BY STATE.

2. City consents to any and all changes of grade, if any there be, arising out of or in connection with the closure of Bud Parks Street.

2. Proper waiver forms to be used by the city in securing signatures of property owners involved. Similar forms of a waiver were used in connection with street closures in Port Orford. A copy of the waiver form can be found in R/W File No. 13652.

3. A resolution for Highway Commission action in accordance with ORS 373.050 regarding street closures.

Please prepare seven copies of the agreement and resolution and as many copies of the waiver form as are necessary.

G. S. Paxson
Assistant State Highway Engineer

Att.
JDG:mm
cc: John F. Hagemann

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FOR FILING

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**OREGON STATE HIGHWAY DEPARTMENT**
INTER-DEPARTMENT CORRESPONDENCE
Salem, Oregon
October 17, 1956

SUBJECT: S. Unit, Pendleton-Pilot Rock
Pendleton-John Day Highway
Contract No. 4804

To:
Mr. A. F. Parson
Division Engineer
State Highway Department
La Grande, Oregon

Reference is made to Laboratory Reports No. 404956 and 404957, dated October 15 and October 12, 1956, respectively, showing:

(a) 404956 - 3 percent excess liquid limit ($1\frac{1}{2}$"-0), and

(b) 404957 - 1.4 percent excess passing the 3/4" screen ($1\frac{1}{4}$"-3/4"),

making the $1\frac{1}{2}$"-0 crushed gravel base course not acceptable, and requiring pit and plant operation adjustment for the $1\frac{1}{4}$"-3/4" crushed gravel.

The gravel pit 0.65 mile east of M.P. 10.22 on the Pendleton-John Day Highway is apparently dirty, as previous tests have shown high liquid limits and plasticity indexes.

Will you please instruct the resident engineer to have the contractor so adjust his pit and plant operations that the crushed gravel complies with the required specifications.

Also, please have the resident engineer resubmit corrected samples of the $1\frac{1}{2}$"-0 crushed gravel so marked that it is clear they represent corrected crushed gravel.

Tom Edwards
Construction Engineer

By L. H. Young
L. H. Young
Ass't Construction Engineer

LHY-WCH:jc

cc Forrest Cooper ✓
Ray Webber

NOTED
FORREST COOPER

RECEIVED
OCT 17 1956
OFFICE OF
STATE HIGHWAY ENGINEER

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[illegible]

September 25, 1956

Roy L. Houck & Sons
1585 N. 20th Street
Salem, Oregon

Gentlemen:

We enclose herewith for your files a fully executed copy of contract No. 4804, which was awarded to you by the State Highway Commission on August 24, covering the South Unit, Pendleton-Pilot Rock Section of the Pendleton-John Day Highway in Umatilla County.

We are also sending a copy of this contract to the surety on your performance bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encl.

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SEP 14 1956
FOR FILING

| |
|---|
| F-155 (6) |
| |
| 4804 |

September 13, 1956

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

This is to advise you that work was started on August 31, 1956, on Contract No. 4804, South Unit, Pendleton-Pilot Rock Section, in Umatilla County, in connection with Federal Aid Project No. F-155(6).

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

DBP:eh

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RECEIVED
SEP 11 1956
FOR FILING
F-155 (6)
4804

August 24, 1956

Roy L. Houck & Sons
1585 N. 20th St.
Salem, Oregon

Gentlemen:

The State Highway Commission on July 12, 1956, accepted your proposal for grading and paving on S. Unit, Pendleton-Pilot Rock Section of Pendleton-John Day Highway in Umatilla County for the sum of $221,422.00, and referred it to the State Highway Engineer with authority to award the contract to you as soon as certain conditions had been fulfilled. This note is to inform you that such conditions have now been satisfied and that the State Highway Engineer today awarded you the contract in conformity with the Commission's authorization. This project has been assigned Contract No. 4804.

Contract forms are now being prepared in this office and will be mailed to you shortly for execution.

This confirms telephone conversation with your office today.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

esm

R. G. Savage
Tom Edwards
S. H. Probert
Pac. Builder & Engineer, Inc.
2418 Third Ave., Seattle 1, Wash.
Att. Dorothy McCormack

NOTED
J. Mc C.

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FOR FILING

F-155(6)

4804

August 24, 1956

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

Your concurrence as of today is requested in the award of contract for grading and paving work on the South Unit of the Pendleton-Pilot Rock Section of the Pendleton-John Day Highway in Umatilla County, Project F-155(6), to Roy L. Houck & Sons of Salem, Oregon, on the basis of the bid of $221,422.00 submitted on July 12, 1956.

All rights of entry required for this contract are acquired.

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

SHP:ch

# STATE OF OREGON

MICROFILMED PUBLIC RECORD

(In accordance with the provisions of ORS 192.040 through 192.070)

Name of Agency: Oregon Dept. of Transportation

Title of Record Series: Construction Contracts

Arrangement of Records: By Contract Number

Index:

INDEXING: Begins with: Contract # 4731 Ends with: Contract # 4804

FLASH CARDS: Begins every Contract

Remarks:

Reel No. 82 Reduction Ratio 21:1 Project No.

Camera: Name Bell & Howell Model File Master Film Recordak AHU MICROFILM 1460

## CAMERA OPERATOR'S CERTIFICATE

Certification: I hereby certify that I have on this 9th day of February 19 81 photographed the documents appearing on this roll of film, that they are true copies of documents, found in the record file described above, and that the integrity of the above described record file has been maintained on the film by microfilming each document in the exact order in which it was found in the file - with the exception, if any, of documents omitted because of technical difficulties and/or by error, as indicated on the film in the cross-reference notes or retake certificate.

I hereby further certify that the microfilm on which these documents are recorded was procured as permanent film of the slow burning cellulose ester or polyester type known as safety photographic film, conforming to applicable standards of the American National Standards Institute; and that the processing conforms to the standards for permanent film; and that samples of film processed by this service are periodically tested.

Signature Leah Fretwell